

Table of Contents

Agenda	3
IV-1. Public Hearing and Tax Exemption Request, Leading Technology Composites, Inc. (District IV)	
Agenda Report No. IV-1.	10
Ordinance No. 49-479.	12
Agreement	16
Notice of Public Hearing	23
IV-2. Public Hearing and Request for Letter of Intent for Health Care Facilities Revenue Bonds, Larksfield Place. (District II)	
Agenda Report No. IV-2.	24
Larksfield Place 2013 Bond Request to City	26
IV-3. Petition to Renovate Building Facade at 915 West Douglas. (District IV)	
Agenda Report No. IV-3.	32
Facade Improvement Petition.	34
Resolution No. 13-058	37
IV-4. 2012 Update – Task Force on Ending Chronic Homelessness.	
Agenda Report No. IV-4.	39
Oversite Committee Report 2013.	41
I-1. Board of Bids and Contracts dated April 1, 2013.	
I-1 Board of Bids	48
II-3. Preliminary Estimates.	
Agenda Report No. II-3.	58
II-4a. Petition for Sanitary Sewer to Serve U-Needa Self Storage Addition. (District VI)	
Agenda Report No. II-4a and CIP.	59
Map and Petition	61
Resolution No. 13-054	65
II-4b. Petition for Sanitary Sewer to Serve Westwood Addition. (District IV)	
Agenda Report No. II-4b and CIP.	67
Resolution No. 13-055	69
Map and Petition	72
II-5a. Agreement for Improvements to West Kellogg from 111th to 143rd Streets West. (District IV)	
Agenda Report No. II-5a	79
Utility Agreement	80
II-5b. Kellogg, 135th Street West to 151st Street West, Electric Power Line Relocation Agreement. (District V)	
Agenda Report No. II-5b and Agreement	87
Supporting Documents	88
II-5c. Supplemental Agreement No. 2 for Kellogg and Webb Sanitary Sewer Relocation. (District II)	
Agenda Report No. II-5c and Agreement	91

II-6a. Change Order No. 1 for Floodway Crossing Phase II. (District VI)	
Agenda Report No. II-6a and Change Order	94
II-6b. Change Order No. 19 - Douglas Block Parking Garage. (District I)	
Agenda Report No. II-6b and Change Order	96
II-8. City of Wichita Employees' Deferred Compensation Plan, Consulting Services Agreement.	
Agenda Report No. II-8	101
Consulting Services Contract	102
II-9. Partial Loan Forgiveness Request, Home Repair Program.	
Agenda Report No. II-9	113
II-10. Notice of Intent to Use Debt Financing - Jabara Road Reconstruction and T-Hangar Expansion - Colonel James Jabara Airport.	
Agenda Report No. II-10	115
Resolution No. 13-059	116
II-11. Acquisition by Eminent Domain of Tracts Required for the 29th Street – Ridge to Hoover Road Improvement Project. (Districts V and VI)	
Agenda No. II-11	118
Tract List	119
Ordinance No. 49-480	120
Resolution No. 13-056	123
II-12. Acquisition by Eminent Domain of Tracts Required for the Kellogg to Onewood Improvement Project. (District IV)	
Agenda Report No. II-12	124
Tract List	125
Ordinance No. 49-481.	126
Resolution No. 13-057	129
II-13. Second Reading Ordinances.	
II-13 Second Reading Ordinances	130
II-14. *WAA Board of Bids and Contracts dated April 1, 2013.	
I-14 WAA Board of Bids.	131

FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. April 2, 2013

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on March 26, 2013

AWARDS AND PROCLAMATIONS

- **Proclamations:**

The ARC of Sedgwick County Month
Financial Library Month
Child Abuse Prevention Month
- **Service Award:**

Susan M. Wall

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. **Jacob Salome - Developing an office of sustainability.**
2. **Janice Bradley - Police Violence.**

II. CONSENT AGENDAS ITEMS 1 THROUGH 14)

NOTICE: Items listed under the “Consent Agendas” will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the “Consent Agendas” and considered separately

(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see “ATTACHMENT 1 – CONSENT AGENDA ITEMS” for a listing of all Consent Agenda Items.)

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Public Hearing and Tax Exemption Request, Leading Technology Composites, Inc. (District IV)

RECOMMENDED ACTION: Close the public hearing, and approve first reading of the Ordinance granting Leading Technology Composites a 100% tax exemption on the identified real property improvements for a five year term, plus a 100% tax exemption for a second five-year term, subject to City Council review.

2. Public Hearing and Request for Letter of Intent for Health Care Facilities Revenue Bonds, Larksfield Place. (District II)

RECOMMENDED ACTION: Close the public hearing and approve a Letter of Intent for Health Care Facilities Revenue Refunding Bonds to Larksfield Place, in an amount not-to-exceed \$30,000,000, subject to the Letter of Intent Conditions, including the allowance of a negative assurance 10b-5 tenant’s counsel opinion letter and authorize the necessary signatures.

3. Petition to Renovate Building Facade at 915 West Douglas. (District IV)

RECOMMENDED ACTION: Approve the petition, adopt the resolution setting a public hearing for April 16, 2013, and authorize the necessary signatures.

4. 2012 Update – Task Force on Ending Chronic Homelessness.

RECOMMENDED ACTION: Receive and file the report.

5. Change Order No. 19-Douglas Block Parking Garage. (District I)

(MOVED TO CONSENT AGENDA, ITEM II-6B)

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

- 1. Approval of travel for Council Member Pete Meitzner to attend the Medal Honors Ceremony representing the City of Wichita in Washington, DC, April 11-13, 2013.**

RECOMMENDED ACTION: Approve the expenditures.

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 14)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated April 1, 2013.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2013</u>	<u>(Consumption off Premises)</u>
Dzung Banh	KC Gas Groceries #3***	1955 South Washington

***Retailer (Grocery stores, convenience stores, etc.)

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- Petition for Sanitary Sewer to Serve U-Needa Self Storage Addition. (District VI)
- Petition for Sanitary Sewer to Serve Westwood Addition. (District IV)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Agreements/Contracts:

- Agreement for Improvements to West Kellogg from 111th to 143rd Streets West. (District IV)
- Kellogg, 135th Street West to 151st Street West, Electric Power Line Relocation Agreement. (District V)
- Supplemental Agreement No. 2 for Kellogg and Webb Sanitary Sewer Relocation. (District II)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

6. Change Orders:

- Change Order No. 1 for Floodway Crossing Phase II. (District VI)
- Change Order No. 19 - Douglas Block Parking Garage. (District I)***

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

7. Minutes of Advisory Boards/Commissions

Board of Electrical Appeals, February 12, 2013
Stormwater Advisory Board, February 15, 2013
Joint Investment Committee, February 7, 2013

RECOMMENDED ACTION: Receive and file.

8. City of Wichita Employees' Deferred Compensation Plan, Consulting Services Agreement.

RECOMMENDED ACTION: Approve the agreement and authorize the necessary signatures.

9. Partial Loan Forgiveness Request, Home Repair Program.

RECOMMENDED ACTION: Approve the partial loan forgiveness request, with one-half of proceeds from an approved sale to be paid to the City, and authorize the necessary signatures.

10. Notice of Intent to Use Debt Financing - Jabara Road Reconstruction and T-Hangar Expansion - Colonel James Jabara Airport.

RECOMMENDED ACTION: Adopt the resolution and authorize the necessary signatures.

11. Acquisition by Eminent Domain of Tracts Required for the 29th Street – Ridge to Hoover Road Improvement Project. (Districts V and VI)

RECOMMENDED ACTION: Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real property; and directing the City Attorney to file the appropriate proceedings in the District Court to accomplish such acquisitions.

12. Acquisition by Eminent Domain of Tracts Required for the Kellogg to Onewood Improvement Project. (District IV)

RECOMMENDED ACTION: Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real property; and directing the City Attorney to file the appropriate proceedings in the District Court to accomplish such acquisitions.

13. Second Reading Ordinances: (First Read March 26, 2013)
a. Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

None

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

None

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

14. *WAA Board of Bids and Contracts dated April 1, 2013.

RECOMMENDED ACTION: Receive and file report; approve contracts; and authorize the necessary signatures.

City of Wichita
City Council Meeting
April 2, 2013

TO: Mayor and City Council

SUBJECT: Public Hearing and Tax Exemption Request (Leading Technology Composites, Inc.)
(District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the Public Hearing and place the Ordinance on first reading.

Background: Leading Technology Composites, Inc. (LTC) was founded in 1993 to manufacture composite based materials and products for aerospace, military and automotive applications. After having submitted a letter of intent to the City, the company recently expanded its existing facility by 48,400 square feet. LTC is now requesting approval of an exemption under the Economic Development Exemption (EDX) Program on the construction of the new manufacturing facility. LTC has previously been approved for an EDX for expansion projects completed in 2007 and 2010.

Analysis: LTC is primarily located at 2626 West May in Southwest Wichita. The company has completed an expansion of its composite manufacturing facility to maximize production capacity and meet close tolerance manufacturing requirements. LTC produces parts for vehicle systems and personal body armor plates for the U.S military. The company also produces structural assemblies for aerospace manufacturers and safety products for commercial automotive clients. LTC exports 95% of its products out of Kansas; customers include BAE Systems, Lockheed Martin, Bombardier and Ford.

LTC has constructed a 48,400 square foot expansion of the current facility at a cost of approximately \$1,300,000. LTC has a land lease with a real estate holding entity, J-T Acquisitions, LLC which is owned by the owner of LTC. Under State law, EDX exemptions are not allowed for leased property unless the company qualifying for EDX is related to the landlord by ownership. The Kansas Court of Tax Appeals (COTA) has determined that in those circumstances, an EDX exemption must also be granted on property owned by the qualifying company for the same term. However, since the lease is only for the land and the improvements are owned by the company, COTA does not require the exemption of machinery or equipment.

LTC currently has 116 employees in Wichita, which satisfies the job creation commitment from the 2010 EDX project. The company plans to add at least 49 jobs to support the new facility over the next five years, for a total local employment of 165 by 2017. The average wage for all employees, including the new jobs, will be \$37,677 per year. Under the Economic Development Incentive Policy, LTC is eligible for a 99.85%, 5+5-year property tax abatement based on the combined investment and job creation commitment. Staff is recommending approval of a 100% abatement.

Financial Considerations: Based on the 2012 mill levy, the estimated tax value of exempted property for the first full year is approximately \$39,184. The value of the 100% real property tax exemption as applicable to taxing jurisdictions is:

City	\$ 10,553	State	\$ 488
County	\$ 9,570	USD 259	\$ 18,573

Wichita State University's Center for Economic Development and Business Research performed a cost-benefit analysis indicating benefit-to-cost ratios, which are as follows:

City of Wichita General Fund	1.95 to one
City of Wichita Debt Service Fund	2.58 to one
Sedgwick County	1.69 to one
USD 259	1.34 to one
State of Kansas	7.02 to one

Legal Considerations: The Law Department has approved the attached Ordinance and Economic Development Incentive Agreement as to form.

Recommendations/Actions: It is recommended that City Council close the public hearing, and approve first reading of the Ordinance granting Leading Technology Composites a 100% tax exemption on the identified real property improvements for a five year term, plus a 100% tax exemption for a second five-year term, subject to City Council review.

Attachments: Ordinance, Economic Development Incentive Agreement

_____FIRST PUBLISHED IN THE WICHITA EAGLE ON APRIL 12, 2013

ORDINANCE NO. 49-479

AN ORDINANCE EXEMPTING PROPERTY FROM AD VALOREM TAXATION FOR ECONOMIC DEVELOPMENT PURPOSES PURSUANT TO ARTICLE 11, SECTION 13, OF THE KANSAS CONSTITUTION; PROVIDING THE TERMS AND CONDITIONS FOR AD VALOREM TAX EXEMPTION; AND DESCRIBING THE PROPERTY OF LEADING TECHNOLOGY COMPOSITES, INC., SO EXEMPTED.

WHEREAS, Article 11, Section 13, of the Kansas Constitution provides that the governing body of the City may, by Ordinance, exempt from all ad valorem taxation all or any portion of the appraised value of certain property meeting the requirements of the constitutional provision; and

WHEREAS, the City of Wichita has adopted an Economic Development Incentive Policy by which the City will consider granting tax exemptions upon a clear and factual showing of direct economic benefit including the creation of additional jobs or the upgrading of existing jobs and the stimulation of additional private investment; and

WHEREAS, Leading Technology Composites, Inc., requests an ad valorem tax exemption on a proposed expansion project of 100% for a five-plus-five year term on the construction of a new building and certain pieces of equipment; and

WHEREAS, Leading Technology Composites, Inc. has operated within the City for more than fifteen years as a manufacturer of close-tolerance machined parts; and

WHEREAS, Leading Technology Composites, Inc., proposes a \$1,299,333 expansion by the construction of a new building to be located at 2045 S. Edwards in southwest Wichita; and

WHEREAS, Leading Technology Composites, Inc. has a land lease with a real estate holding entity, J-T Acquisitions, LLC, which is owned by the owner of Leading Technology Composites, Inc.; and

WHEREAS, Under state law, EDX exemptions are not allowed for leased property unless the company qualifying for EDX is related to the landlord by ownership; and

WHEREAS, An EDX exemption does not require equipment to be exempted as well in a land lease only scenario; and

WHEREAS, the City Council of the City of Wichita has reviewed the application and supporting documentation supplied by Leading Technology Composites, Inc., has reviewed the impact statements provided by Staff, and the Cost-Benefit Analysis by the Wichita State University and has conducted a public hearing on such application on April 2, 2013; and

WHEREAS, the City Council of the City of Wichita has found and determined:

1. Leading Technology Composites, Inc. is an existing business located in Wichita, Kansas, and intends to expand its business by construction of a building expansion.
2. The construction of the expansion for which exemption is given occurred after December 14, 2006. No exemption will be given for construction which occurred before that date.
3. Such construction is to be used exclusively for manufacturing articles of commerce.
4. By such expansion, Leading Technology Composites, Inc. will create new employment for 49 employees within five years after the start of the project.
5. Tax exemption will be given only for the construction of a building expansion and integrally-related machinery and equipment.
6. The property on which exemption is given will meet the requirements of the Kansas Constitution and the City of Wichita's Economic Development Incentive Policy.
7. Such ad valorem tax exemption is in the public interest providing for economic growth and benefit including the creation of jobs and stimulating additional private investment.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS,

1. The City Council of the City of Wichita, Kansas hereby makes a factual determination that an ad valorem tax exemption of the type requested by Leading Technology Composites, Inc. is required to retain jobs in the State of Kansas, and that the property to be exempted is to be used exclusively for manufacturing articles of commerce.
2. Leading Technology Composites, Inc./ J-T Acquisitions, LLC is hereby granted an ad valorem tax exemption of 100% for a five-year term on the construction of a building expansion and 100% for a second five years, subject to approval by the then current governing body, all to be located within the Wichita City limits at 2045 S. Edwards in southwest Wichita, at an estimated cost of \$1,299,333. Such exemption is to begin in the calendar year after the calendar year in which the expansion is completed, and may be terminated early (and Leading Technology Composites, Inc./ J-T Acquisitions, LLC may be required to repay amounts previously abated), in the event of any failure by Leading Technology Composites, Inc./ J-T Acquisitions, LLC, to perform its obligations under the Economic Development Incentive Agreement it has executed with the City.

3. The Economic Development Incentive Agreement between the City of Wichita and Leading Technology Composites, Inc. is hereby approved.

4. The Office of Urban Development shall be responsible for monitoring the performance of Leading Technology Composites, Inc. and shall provide annual reports on such performance.

5. Such exemption is subject to verification that the level of employment at the time of the completion of the project is at least equal to the level of employment as stated in Leading Technology Composites, Inc.'s written request for ad valorem tax exemptions as presented to the City Council and to administrative staff and dated December 20, 2012 and as stated in Leading Technology Composites, Inc.'s annually approved EEO/AA Plan.

6. Such exemption may hereafter be withdrawn by the City Council upon a finding that Leading Technology Composites, Inc. no longer is entitled to such exemption in accordance with the Economic Development Incentive Agreement, which Leading Technology Composites, Inc. has executed with the City.

7. The City Council may, at its discretion, require Leading Technology Composites, Inc. to return all funds exempted if there is a failure to meet the terms and conditions of the Economic Development Incentive Agreement which Leading Technology Composites, Inc. has executed with the City.

8. Upon finding that Leading Technology Composites, Inc. has failed to meet its obligations under the Economic Development Incentive Agreement, the City Council shall require the repayment of all prior amounts of taxes that have been exempted and shall withhold any future exemption of taxes on Leading Technology Composites, Inc.'s expansion project. All repayments shall be redistributed to the local taxing authorities at the proper taxing rates.

9. This Ordinance shall be in full force and effect from and after its passage and publication in the official City paper.

Passed by the governing body of the City of Wichita, Kansas this 9th day of April, 2013.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Economic Development Incentive Agreement

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (the “Agreement”) is made and entered into on this ____ day of April, 2013, by and between the City of Wichita, Kansas, hereinafter referred to as the “City,” and Leading Technology Composites, Inc. hereinafter referred to as the “Company.”

WHEREAS, the Company currently operates a facility in Wichita, Kansas, for manufacturing of composite materials, and, as of December 31, 2012 has completed an expansion by constructing and equipping an expansion to their facility; and

WHEREAS, both the City and the Company desire for the Company to continue operating its business in Wichita, Kansas; and

WHEREAS, the City desires to increase employment opportunities for the citizens of Wichita, Kansas, and to further the other goals advanced by its economic development incentive policy; and

WHEREAS, the Company warrants that it is capable of, and desires to, increase the number of employment positions at its Wichita, Kansas facility; and

WHEREAS, the City has designed an economic development incentive program to accomplish its goal of increasing employment opportunities in Wichita, Kansas; and

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which the City will cooperate in furnishing said economic development incentives.

NOW, THEREFORE, in consideration of the mutual conditions, covenants and promises contained herein, the parties hereto agree as follows:

1. **THE COMPANY.** The Company agrees (to the extent not already hitherto performed) that it shall do the following:
 - A. Between September 16, 2010 and December 31, 2012, the Company completed the construction of a new facility at its manufacturing facility, located at 2045 S. Edwards, which is adjacent to its primary facility located at 2626 West May, Wichita, Kansas, at a cost of \$1,299,333, to be used exclusively for the purposes of manufacturing articles of commerce;
 - B. Maintain, throughout the period from the date of this Agreement to December 31, 2017, employment of not less than one hundred sixteen (116) employees at the existing manufacturing facility;

- C. On or prior to December 31, 2017, the Company will add an additional forty-nine (49) new jobs at the new manufacturing facility, and thereafter, maintain employment of not less than one hundred sixty five (165) employees at combined manufacturing facility, through at least December 31, 2022
- D. During the entire term of this Agreement, the Company will continuously maintain the average wage paid to its employees at a level (1) equal to or greater than the average wage paid by businesses in the Wichita Metropolitan Statistical Area with the Company's NAICS classification, or alternatively, (2) greater than the average wage for all jobs in the Wichita Metropolitan Statistical Area excluding wages paid by businesses classified in NAICS Sector 326;
- E. During the entire term of this Agreement, the Company will meet any Equal Employment Opportunity/Affirmative Action goals set forth in its periodic filings with the City, and will annually file its Equal Employment Opportunity/Affirmative Action Plan with the City;
- F. During the entire term of this Agreement, the Company will timely pay all *ad valorem* property taxes levied on its real or personal property within Sedgwick County, Kansas;
- G. During the entire term of this Agreement, the Company will ensure that it does not discriminate or permit discrimination against any person on the basis of race, color, national origin or ancestry, religion, sex, age, disability or marital status in its operations or services, and the Company will comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375 and 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000, *et seq.*; the Code of the City of Wichita Section 2.12.950; and, any laws, amendments or regulations promulgated thereunder, including any Ordinance of the City of Wichita, Kansas, presently existing or hereafter enacted, which pertains to civil rights and equal employment opportunity;
- H. During the entire term of this Agreement, the Company will comply with all applicable governmental laws, rules and regulations; and,
- I. During the entire term of this Agreement, the Company will cooperate with any annual compliance audit procedure(s) the City may adopt to monitor compliance with conditions, including any annual reports required of the Company and any inspection of the Company's premises or interviews with the Company's staff.

2. **EFFECT OF COMPANY'S BREACH; REMEDIES.** The Company acknowledges that in the event of its noncompliance with any of its obligations or agreements under the foregoing Section 1, the City will not have received the social and economic development benefits expected in connection with its entry into this Agreement and its furnishing of the economic development incentives provided for hereunder, and the resulting loss to the City will be difficult to measure. In such event, Company shall be required to pay to the City, as liquidated damages, or as a payment in lieu of tax, an amount equal to the *ad valorem* taxes that would theretofore have been payable but for the tax exemption referred to in Section 3 of this Agreement, and the City shall be entitled to take action to cancel and revoke such exemption for any subsequent period. No delay or omission by the City to enforce any of its rights as provided for herein shall impair such right, nor shall any such delay or omission be construed to be a waiver of such right.
3. **THE CITY.** So long as the Company meets and performs its obligations under this Agreement, it is the City's intention that the 48,400 square foot building constructed by the Company pursuant to Section 1.A., above, shall be entitled to an 100% exemption from *ad valorem* taxation for a period of five (5) calendar years, commencing January 1, 2013, and provided proper application is made therefor. It is the City's further intention that the building expansion shall be entitled to a 100% exemption from *ad valorem* taxation for an additional period of five years from January 1, 2018 to December 31, 2022, subject to the approval, in 2017, of the then current governing body. The City agrees that, during the term of this Agreement, and so long as the Company continues to meet and perform all of its obligations under this Agreement, the City will reasonably cooperate with the Company's efforts to perfect the intended exemption before the Kansas Court of Tax Appeals, and to make all necessary annual filings required to maintain such *ad valorem* tax exemption in full force and effect during the term of this Agreement, in accordance with K.S.A. 79-210 *et seq.*
4. **TERM.** This Agreement shall commence on the date first written above, and shall end on December 31, 2022.
5. **INCORPORATION OF APPENDIX.** Appendix A (Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements) is attached hereto and made a part hereof as if fully set out herein.
6. **ENTIRE AGREEMENT.** This Agreement and any Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect. In

the event of a conflict between the terms of this Agreement and the terms contained in an Appendix, Statement of Work or other attachment, the terms of this Agreement will control.

7. **NOTIFICATION.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

City: Office of Economic Development
Attn: Economic Development Administrator
455 North Main, 13th Floor
Wichita, Kansas 67202

and

Department of Law
Attn: City Attorney
455 North Main, 13th Floor
Wichita, Kansas 67202

Company: Leading Technology Composites, Inc.
ATTN: Todd Lair
2626 W May
Wichita, KS 67213

8. **AUTHORITY.** Each person executing this Agreement represents and warrants that they are duly authorized to do so on behalf of the entity that is a party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF WICHITA, KANSAS

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

LEADING TECHNOLOGY
COMPOSITES, INC.

APPROVED AS TO FORM:

Gary Rebenstorf
Director of Law

Name: _____
Title: _____

APPENDIX A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

____PUBLISHED IN THE WICHITA EAGLE ON ____

**NOTICE OF PUBLIC HEARING FOR
GRANTING AN AD VALOREM TAX
EXEMPTION FOR ECONOMIC
DEVELOPMENT PURPOSES
BY THE CITY OF WICHITA**

Public notice is hereby given that the governing body of the City of Wichita, Kansas will conduct a public hearing in connection with the granting by the City of Wichita, Kansas of a tax exemption for Economic Development purposes to Leading Technology Composites, Inc. Such hearing will be held on April 2, 2013, at 9:00 a.m., or as soon thereafter as possible, in the Council Chambers at City Hall, 455 North Main, Wichita, Kansas 67202.

Said tax exemption is proposed to be granted by the City for the construction of building improvements and purchase of certain manufacturing equipment under the authority of Article 11, Section 13, of the Kansas Constitution. Leading Technology Composites is located at 2626 West May in southwest Wichita, although the property improvements under consideration for tax exemption are located at 2045 S. Edwards, adjacent to the property on West may. The governing body of the City will not adopt an Ordinance authorizing the exemption of ad valorem taxes until said public hearing has been concluded.

A copy of this notice, together with a copy of the proposed Ordinance for the governing body of the City to grant such ad valorem tax exemption is on file in the office of the City Clerk and is available for public inspection during normal business hours. In the event that said tax exemption is not ultimately put into effect for any reason, the City of Wichita, Kansas, shall not be deemed to have assumed or incurred any liability or obligation to Leading Technology Composites, or any other party by virtue of the above mentioned Ordinance or by virtue of any proceedings or actions taken in connection therewith.

All persons having an interest in this matter will be given an opportunity to be heard at the time and place specified. If, for any reason, the matter is continued from the time and place specified in this notice, said matter shall be heard at the time and date established by the City Council at the time set for the hearing as specified in this notice.

**City of Wichita
City Council Meeting
April 2, 2013**

TO: Mayor and City Council

SUBJECT: Public Hearing and Request for Letter of Intent for Health Care Facilities Revenue Bonds (Larksfield Place) (District II)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and approve the Letter of Intent.

Background: Since 1999, the Wichita City Council has approved the issuance of three separate Health Care Facility Revenue Bonds (1999, 2007 and 2010), in an aggregate amount not-to-exceed \$61.3 million, to Larksfield Place Retirement Communities, Inc. (“Larksfield Place”) for the purpose of constructing a continuing care retirement community at its campus located at 2828 N. Gouverneur, in northeast Wichita. The 2010 bonds financed construction of the newest Larksfield Place facility at 2727 N. Rock Road.

Larksfield Place is requesting a six-month letter of intent for the issuance of Health Care Facilities Revenue Bonds in an amount not to exceed \$30 million. Bond proceeds will be used to refund the 1999 and 2007 bonds and to finance construction and renovation of approximately 10,000 square feet of its facilities located at 2828 N. Gouverneur.

Analysis: Larksfield Place is a not-for-profit comprehensive retirement and nursing facility that has operated in Wichita for over 24 years. Larksfield provides continuum of care retirement services including independent living, assisted living, home health care, dementia care and other ancillary services for the elderly. Bond proceeds will refund the 1999 and 2007 bonds to achieve interest cost savings. In addition, approximately \$3,000,000 of bond proceeds will be used to finance the construction of a 7,000 square foot addition to the existing skilled nursing facility and renovate 3,000 square feet of the existing facility including nursing and administrative office space, employee training rooms, employee break room, resident activity and dining space and resident bathing facilities. The project also includes replacement and reconfiguration of the heating, cooling and emergency power systems.

As a not-for-profit 501 (c)(3) corporation, Larksfield Place is allowed to use tax-exempt revenue bonds under the federal tax code. If approved, the bonds will be underwritten by the brokerage firm HJ Sims Company and reoffered to public investors. The City’s bond counsel firm, Gilmore & Bell, PC will serve as Bond Counsel in the transaction.

The project estimates are as follows:

	<u>Estimated Sources of Funds</u>
Bond Proceeds	\$28,695,000
Series 2007 Debt Service Reserve	912,400
Series 1999 Debt Service Reserve	<u>1,402,213</u>
Total Sources	\$31,009,613

<u>Estimated Uses of Funds</u>	
Refunding Escrow Deposits	\$25,110,000
Project Fund Deposits	3,000,000
Debt Service Reserve Fund Deposits	2,359,698
Underwriter's Discount	373,200
Cost of Issuance	<u>166,715</u>
Total Uses	\$31,009,613

Larksfield Place currently has an approved EEO/AA Plan on file with the City and agrees to comply with standard letter of intent conditions, except as noted in Legal Considerations below.

Financial Considerations: Larksfield Place agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual Industrial Revenue Bond (IRB) administrative fee for the term of the bonds. Larksfield Place is generally exempt from ad valorem property taxes pursuant to Kansas law. Therefore no tax exemption is requested in connection with the issuance of Health Care Facilities Revenue Bonds.

Legal Considerations: Bond documents needed for the issuance of the bonds will be prepared by Bond Counsel. The City's Law Department will review and approve the final form of bond documents prior to the issuance of any bonds. The public hearing held in conjunction with this item is in compliance with the Tax Equity and Fiscal Responsibility Act ("TEFRA") hearing requirement in the federal tax code for tax-exempt bonds.

Larksfield Place has requested a waiver of the current IRB letter of intent condition regarding the form of tenant's counsel opinion letter required to be submitted to the underwriter and City prior to the closing of an underwritten bond issue, known as an SEC Rule 10b-5 letter. The City's bond counsel firm, Gilmore & Bell, PC, has researched this matter and recommends that the City allow the more common "negative assurance" 10b-5 opinion. The Law Department concurs with Bond Counsel's recommendation.

Recommendations/Actions: It is recommended that City Council close the public hearing and approve a Letter of Intent for Health Care Facilities Revenue Refunding Bonds to Larksfield Place, in an amount not-to-exceed \$30,000,000, subject to the Letter of Intent Conditions, including the allowance of a negative assurance 10b-5 tenant's counsel opinion letter and authorize the necessary signatures.

Attachments: Letter of Intent Application



March 4, 2013

Mayor Carl Brewer and
Members of the City Council
City of Wichita
City Hall – 455 N. Main
Wichita, KS 67202

Re: Proposed City of Wichita, Kansas
Health Care Facilities Revenue Bonds (Larksfield Place)

Dear Mayor Brewer and Members of the Council:

In accordance with the procedures and policies established by the City's governing body, this is to request approval by the City Council of a Letter of Intent to issue Health Care Facilities Revenue Bonds in an amount not to exceed \$30,000,000. The following information is submitted in support of such request:

1. Name and Address of Obligated Corporation

Larksfield Place Retirement Communities, Inc. ("Larksfield Place")
7373 East 29th Street North
Wichita, KS 67226

2. Name and Address of Principal Officers and Directors

Reginald Hislop, III
President & Chief Executive Officer
7373 East 29th Street North
Wichita, KS 67226
(316) 858-3914
rhislop@larksfieldplace.org

Tim Nikkel
Treasurer & Chief Financial Officer
7373 East 29th Street North
Wichita, KS 67226
(316) 858-3900
tnikkel@larksfieldplace.org

A list of current Directors of Larksfield Place is attached as Exhibit A.

3. General Description of the Nature of Business

Larksfield Place is an independent, tax-exempt 501(c)(3) corporation organized in 1984 to construct and operate retirement, health care and nursing facilities. Located on 29th

Street, just west of Rock Road, construction of the original campus began in 1987. Larksfield Place operates as a "Continuing Care Retirement Community" (CCRC), providing housing and services to more than 300 residents and employing 265 full-time equivalents across 300 employees. As a CCRC, Larksfield Place provides a complete continuum of care for elderly individuals including independent living, home health care, assisted living, memory support and dementia care, skilled nursing, rehabilitation therapy services, wellness training, educational activities, and other ancillary services.

Larksfield Place is located in the northeastern quadrant of the City and has operated for over 24 years. Within this area, there are facilities that singularly provide independent senior living, assisted living, or skilled nursing services, but only one other facility, Catholic Care Center, which offers the full continuum of retirement services similar to Larksfield Place. However, Catholic Care Center is denominational while Larksfield Place is not. Larksfield Place strives to provide a premium level of senior retirement services across the full continuum of care promoting a quality of life that is unmatched by other facilities.

4. General Description of the Proposed Project and Improvements

The proposed 2013 Series Bonds would refund two currently outstanding bond issues, a Series 2007 and Series 1999, and provide \$3 million in additional funds for an addition to and renovation of Larksfield Place's existing skilled nursing facility. This project includes a 7,000 square foot addition that would house rehabilitation therapy services, physician exam rooms, pharmacy, radiology services, beauty shop, meeting rooms and central supply storage. The project also includes a renovation of approximately 3,000 square feet of the existing facility including nursing and administrative office space, employee training rooms, employee break room, resident activity and dining space, and resident bathing facilities. Finally, the project also involves the replacement and reconfiguration of the heating, cooling, and emergency power systems that serve both independent living and the skilled nursing facility.

5. Specific Location of the Proposed Project

The addition and renovation project will be located on the main Larksfield Place campus in the city of Wichita, Kansas. The physical address of the Healthcare Center at Larksfield Place is 2828 N. Gouverneur Street.

6. Benefits of the Project

Issuance of the proposed Bonds will be used to expand the skilled nursing facility and the therapy services offered under the Medicare program at Larksfield Place. Larksfield Place has added 17 full-time positions over the last 12 months gearing up for this expansion of Medicare services. Updating of heating, cooling, and emergency power systems will increase plant efficiency and emergency power capacity.

7. The Dollar Amount of the Bonds Requested

The principal amount of the Bonds being requested is an amount not to exceed \$30,000,000.

8. Proposed Use of Bond Proceeds

It is anticipated that the proceeds from the sale of the proposed Bonds will be applied substantially as follows:

Not to Exceed Estimates:

Bond Proceeds	\$ 28,695,000
Series 2007 Debt Service Reserve	\$ 912,400
Series 1999 Debt Service Reserve	<u>\$ 1,402,213</u>
 Total Sources	 <u>\$ 31,009,613</u>
 Refunding Escrow Deposits	 \$ 25,110,000
Project Fund Deposits	\$ 3,000,000
Debt Service Reserve Fund Deposits	\$ 2,359,698
Underwriter's Discount	\$ 373,200
Cost of Issuance	<u>\$ 166,715</u>
Total Uses	<u>\$ 31,009,613</u>

9. Underwriting Agreement

Underwriting services will be led by Mark Landreville at:

Herbert J. Sims & Company, Inc. ("HJ Sims")
8500 Normandale Lake Blvd, Suite 540
Bloomington, MN 55437
(952) 683-7509 – office
(612) 670-0830 – mobile
mlandreville@hjsims.com

10. Bond Counsel Services

Larksfield Place will agree to pay for the services of bond counsel to be selected by the City, and in addition, Larksfield Place will agree to pay all costs incurred by the City relating to the issuance of the Bonds regardless of whether the Bonds are ultimately approved or issued.

11. Ad Valorem Taxes

Larksfield Place is a 501(c)(3) not-for-profit corporation operating an adult care home and providing housing for elderly persons, and as such is generally exempt from ad valorem taxes pursuant to K.S.A. 2011 Supp. 79-201b *Fifth*. Therefore, no ad valorem tax abatement is being requested in connection with the Bonds.

12. Administrative Fees of the City

Larksfield Place will agree to make payments of the City's administrative fees each year for the life of the bonds, and in addition, Larksfield Place will agree to pay all costs incurred by the City relating to the issuance of the Bonds regardless of whether the Bonds are ultimately approved or issued.

13. The Effects of the Proposed Project on the Ambient Air Quality of the City of Wichita and Sedgwick County

The proposed Project will have no significant adverse effect on the ambient air quality of the City of Wichita or Sedgwick County

14. Name and Address of Bond Counsel

Gilmore & Bell, P.C.
100 North Main
Wichita, KS 67202
Attn: Joe L. Norton, Esq.
(316) 303-3108

15. Name and Address of General Counsel for Larksfield Place

Larksfield Place has not been able to engage a legal firm at this time for general counsel related to this bond issue due to the City's current Standard Letter of Intent conditions requiring an affirmative 10(b)(5) opinion. It is Larksfield Place's intent to formally engage counsel upon notification that the City has either (a) changed its policy in regard to this opinion requirement, or (b) granted Larksfield Place a waiver that would allow the 10(b)(5) opinion to be given as a negative assurance.

16. Equal Employment Opportunity

Larksfield Place agrees to comply with applicable policies of the City of Wichita with respect to equal employment opportunity and to submit for approval an Equal Employment/Affirmative Action Plan.

17. Financial Information

Audit reports for Larkfield Place's most recent year-end are attached as Exhibit B.

18. Environmental Site Assessment

The project does not involve the acquisition of any additional interest in property. Larksfield Place previously furnished the City with an environmental site assessment in conjunction with the 1994 Bonds.

19. Selection of Trustee

Larksfield Place currently has another outstanding bond issue, Series 2010 that was privately placed with UMB Bank, who is serving as the trustee on that issue. Larksfield Place maintains a commercial banking relationship with UMB Bank. Larksfield Place respectfully requests that the City waive the commercial banking relationship requirement and allow UMB Bank to serve as trustee for the proposed bonds. However, in the event that additional requirements required by the City to grant the trustee waiver prove to be uneconomical, Larksfield Place agrees that so long as the Bonds remain outstanding, it will not have a commercial banking relationship with the Trustee designated pursuant to the Indenture, unless the Bonds are privately placed.

Larksfield Place respectfully requests that the City Council authorize the Mayor to execute a Letter of Intent, for and on behalf of the City, whereby the City will indicate its intent to issue its Health Care Facility Revenue Bonds for the purposes described herein.

Larksfield Place is aware that such Letter of Intent is only an indication of the City's intent to issue the Bonds, and that issuance of the Bonds remains subject to final agreement on the terms and conditions of the Bond Ordinance, Trust Indenture, Lease Agreement, Guaranty Agreement, and related documents. However, upon issuance of such Letter of Intent, Larksfield Place is prepared to proceed in reliance thereon.

If further information is necessary for consideration of this request for approval of the Letter of Intent, please contact the undersigned.

Respectfully submitted,

LARKSFIELD PLACE RETIREMENT COMMUNITIES, INC.



Reginald Hislop, III
President & Chief Executive Officer

EXHIBIT A

BOARD OF DIRECTORS CURRENT ROSTER

Dr. Stephen Bensen	Wichita, KS
Michael Boyd	Wichita, KS
John A. Brammer, DDS	Wichita, KS
Wade Bruendl	Benton, KS
John Goss, CPA	Wichita, KS
Mary Herrin	Wichita, KS
Anita Landis	Wichita, KS
David Mason	Wichita, KS
Linda Merrill-Parman	Wichita, KS
Scott Ochs	Wichita, KS
Rachel Pirner	Wichita, KS
Bruce Pringle	Wichita, KS
Cindy Schwan	Wichita, KS
Janice Van Sickle	Wichita, KS
Brian Wilkinson, CPA	Wichita, KS

OFFICERS OF THE CORPORATION

Michael Boyd	Chairman
Stephen Bensen	Vice-Chairman
Reg Hislop	President/CEO
Tim Nikkel	Treasurer/CFO
Lynn Cracraft	Secretary

City of Wichita
City Council Meeting
April 2, 2013

TO: Mayor and City Council

SUBJECT: Petition to renovate building facade at 915 W. Douglas (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the petition and adopt the resolution.

Background: Since 2001, the City of Wichita has operated the Façade Improvement Program, which provides low-cost loans and grants to enhance the visual aesthetics of buildings located in defined areas needing revitalization, including the City's core area. In 2009, the Façade Program was revised to require that private funding for overall project costs be at least equal to public funding and that applicants show a financial need for public assistance in order to complete the project, based on the owner's ability to finance the project and assuming a market-based return on investment.

915 Arch Partners, LLC (a development team including Ted Timsah and Jeff Krumsick) has submitted the attached petition, as owners of 915 W. Douglas, for special assessment financing under the Façade Program to finance exterior improvements to the building as part of a larger renovation project. The project has received Historic Preservation Board approval.

Analysis: The developer plans to renovate the building for retail use. The overall project includes a \$240,000 renovation, including interior and exterior improvements to the building. The \$70,000 facade project will include tuck pointing, replacing the entrance with aluminum doors and windows, and bringing a portion of the storefront out to match the appearance of neighborhood buildings. The Office of Urban Development has reviewed the economic (gap) analysis of the project and determined there is a financial need for incentives based on the current market.

The Office of Urban Development has also conducted a background check on the applicant. The records were reviewed by Urban Development and the Law Department. The records did not reveal any negative information of concern or a risk to the City.

The first step in approving a façade improvement project includes approval of the petition by the City Council and adoption of the attached resolution, which makes a finding that the project is advisable and sets a public hearing to consider the adoption of a maximum assessment ordinance to legally assess the façade project costs to the property. Once the ordinance is adopted and all other conditions are met, the property owner can cause the improvements to be built with the City paying the construction draws. The public hearing must be held not less than 10 days following adoption of the resolution.

Financial Considerations: The façade project requested is \$70,000, with a maximum assessment of \$90,000 which includes the 10% contingency, cost of issuance and one year's debt service reserve. The building is eligible for a \$10,000 grant based on of the program.

When completed, the project will be financed by taxable general obligation special assessment bonds, paid as to principal and interest with special assessments levied against the improved property and backed by the full faith and credit of the City of Wichita. Included in the bond issue amount will be a financing

contingency reserve equivalent to one year's debt service to mitigate risk and ensure the maximum assessment is not exceeded. In addition, the owner will pay the construction costs until the façade project is complete and special assessments can be placed on the property.

Legal Considerations: State statutes provide the City Council authority to use special assessment funding for the project. The form of the petition and resolution have been approved by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the petition, adopt the resolution setting a public hearing for April 16, 2013 and authorize the necessary signatures.

Attachments: Petition and resolution.

FACADE IMPROVEMENT PETITION

RECEIVED

To the Mayor and City Council
Wichita, Kansas

MAR 25 '13

CITY CLERK OFFICE

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lot 30, on Chicago Avenue, now Douglas Avenue, together with the West Half of the vacated alley adjoining said Lot on the east, West Wichita, Sedgwick County, Kansas.

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et. seq. as amended, as follows:

- (a) That it is in the public interest to construct improvements to area walls on public way or land abutting public ways consisting of face improvements to the portion of 915 W. Douglas that abuts public ways, including abutting street/right-of-way, West Douglas Avenue.
- (b) That the estimated and probable cost of the foregoing improvement being ninety thousand dollars (\$90,000) with eighty thousand dollars (\$80,000) payable by the improvement district and \$10,000 payable by the City at Large.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any stage during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a square foot basis.

the improvement district shall be liable shall be on a square foot basis.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

<u>LEGAL DESCRIPTION</u>	<u>SIGNATURE</u>	<u>DATE</u>
--------------------------	------------------	-------------

IMPROVEMENT DISTRICT

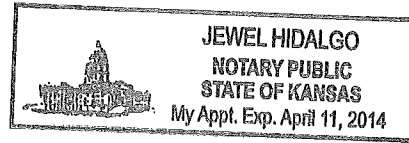
Lot 30, on Chicago Avenue, now Douglas Avenue, together with the West Half of the vacated alley adjoining said Lot on the east, West Wichita, Sedgwick County, Kansas

[SIGNATURES FOLLOW ON PAGES BELOW]

915 Arch Partners, LLC

By: _____

Ted Timsah, Member



State of Kansas)

County of Sedgwick)

Signed or attested before me on March 20, 2013 by

Ted Timsah, member, 915

Arch Partners, LLC.

Notary Public

(Seal)

(Date)

3/20/13

My appointment expires: _____

RESOLUTION NO. 13-058

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF IMPROVEMENTS TO AREA WALLS ON PUBLIC WAY OR LAND ABUTTING PUBLIC WAYS CONSISTING OF FACADE IMPROVEMENTS TO THE PORTION OF 915 WEST DOUGLAS AVENUE THAT ABUT PUBLIC WAYS, INCLUDING DOUGLAS AVENUE IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING IMPROVEMENTS TO AREA WALLS ON PUBLIC WAYS OR LAND ABUTTING PUBLIC WAYS CONSISTING OF FACADE IMPROVEMENTS TO THE PORTION OF 915 WEST DOUGLAS AVENUE THAT ABUTS PUBLIC WAYS, INCLUDING DOUGLAS AVENUE IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Facade Improvements at 915 West Douglas abutting public ways, including Douglas Avenue.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Ninety Thousand Dollars (\$90,000) with **\$80,000** payable by the improvement district and **\$10,000** payable by the City at Large.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

Lot 30, on Chicago Avenue, now Douglas Avenue, together with the West Half of the vacated alley adjoining said Lot on the east, West Wichita, Sedgwick County, Kansas

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 6. The approved estimated cost of the Improvements is the estimated cost of the Improvements as set forth in this Resolution. The Finance Director shall prepare a proposed assessment roll for the Improvements which shall set forth the proposed maximum

assessment against each lot, piece or parcel of land within the improvement district for the Improvements in the manner set forth in this Resolution based on such estimated cost of the Improvements. The proposed assessment roll shall be maintained on file with the City Clerk and be open for public inspection. Following preparation of the proposed assessment roll, the Governing Body shall hold a public hearing on the proposed maximum assessments on April 16, 2013, or the first regularly scheduled City Council meeting thereafter after compliance with the notice provisions set forth in this paragraph. The City Clerk shall publish notice of the public hearing for the improvement district at least once not less than 10 days prior to the public hearing, and shall mail to the owner of the property liable to pay the assessments, at its last known post office address, a notice of the hearing and a statement of the maximum cost proposed to be assessed all in accordance with K.S.A. 12-6a09.

SECTION 7. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 8. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of April, 2013.

By: _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, City Attorney

**City of Wichita
City Council Meeting
April 2, 2013**

TO: Mayor and City Council

SUBJECT: 2012 Update – Task Force on Ending Chronic Homelessness

INITIATED BY: City Manager’s Office

AGENDA: New Business

Recommendation: Receive and file the report.

Background: The Wichita City Council and Sedgwick County Board of Commissioners appointed a Task Force on Ending Chronic Homelessness (TECH) in 2006. The TECH presented five recommendations to both governing bodies in 2008. One of the recommendations was the establishment of an Oversight Committee which would monitor implementation of the other four recommendations. The other recommendations are:

1. Develop a Resource and Referral Center
2. Implement a Housing First Program
3. Identify Emergency Housing options
4. Identify Sustainable Funding Sources.

These recommendations were the result of an extensive study over a period of 18 months during which the Task Force met with numerous community service providers, visited other communities to learn about their homeless services programs and conducted research on best practices. The Resource and Referral Center opened in January, 2012 and the Housing First program was implemented in March, 2009. A local community group, Advocates to End Chronic Homelessness (ACHE) assumed responsibility for the emergency housing options for the winter overflow shelter. The only remaining recommendation which has not been acted upon is number four above – the identification of sustainable funding sources.

Analysis: The TECH Oversight Committee meets regularly with City and County staff to track implementation activity and provides annual reports to the City Council and County Board of Commissioners. This is the fourth such report and will be presented by Jack Focht, chair of the original Task Force and of the Oversight Committee.

Of the 145 persons housed through the Housing First program began in 2009, 46 (32%) have left the program successfully. In addition, the program has been successful in de-concentrating the placements, with clients being housed in 37 different apartment complexes representing 10 different zip codes. A final highlight of the program is the 32 clients who are contributing to their housing expenses. This is the result of successful case management and advocacy on the client’s behalf, with state and federal programs. (Data is accurate as of February 28, 2013).

Financial Considerations: The City and County have each committed \$191,368 per year, to support rent and utility payments for up to 64 participants in the Housing First program.

Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council receive and file the report.

Attachments: April, 2013 Oversight Committee Report

Oversight Committee Report

Presented to:
Sedgwick County Board of County Commissioners
and
City of Wichita City Council

March 2013



*Sedgwick County...
working for you*



History of the plan development:

We are currently in year 5 (2013) of the 10 year plan.

In 2006, the City of Wichita and Sedgwick County joined together at the urging of nonprofit and faith-based organizations to form the Taskforce to End Chronic Homelessness (TECH). TECH was charged with developing a plan to end chronic homelessness in Sedgwick County to include short, intermediate, and long range strategies, as well as potential funding options as appropriate and a mechanism for reporting on goal attainment.

The term “chronically homeless” as defined by the U.S. Department of Housing and Urban Development(HUD) in 2009, describes an unaccompanied person who has a disabling condition *and* has also been either continuously homeless for at least a year OR has had at least four episodes of homelessness in the past three years.

As a population, the chronically homeless have the highest rates of use of shelter and services, including ambulance rides, emergency room visits, police and EMS calls, jail time, and the court system. Consequently, they incur some of the highest associated annual costs per person. Frequent, repetitive use of these systems has not only enormous financial cost to the community, but places a significant psychological burden on providers. This financial and psychological drain has an immeasurable detrimental impact on our community.

TECH was comprised of representatives from various community sectors including business, the public school system, non-profits, people who experienced homelessness, faith communities, civic leaders, an urban neighborhood, and city and county governments. TECH met over a period of 16 months and conducted its work in four phases:

- 1) Studying Homelessness and Available Resources in Wichita
- 2) Identifying Gaps in Service to the Chronically Homeless
- 3) Researching Best Practices Nationally
- 4) Developing Strategies to End Chronic Homelessness

Responsibilities of the Oversight Committee

The Oversight Committee is responsible for working toward achieving success with ending chronic homelessness through the Sedgwick County 10 Year Plan to End Chronic Homelessness. They will ensure implementation of this Plan and its subsequent amendments by establishing standards and outcomes, overseeing the management of contracts, and monitoring/reporting progress. The Oversight Committee is responsible for increasing community awareness and raising financial/in-kind donations.

Responsibilities include:

- Development of the Resource and Referral Center
- Implementing a Housing First Program
- Identify Emergency Housing options
- Identify sustainable funding sources

UMOD Resource and Referral Center

Over one year ago, United Methodist Open Door opened the new Resource and Referral Center, located at 402 E. Second Street. The new facility houses the agencies' administrative offices and nearly all of the Open Door ministries—the Klothes Kloset, housing programs and an expanded homeless ministry.

The new and inclusive Homeless Resource Center replaces the former Drop-in Center, offering additional facilities and improved services, such as addition shower facilities, brand new washers and dryers, and expanded secure storage.

Sedgwick County COMCARE, which provides mental-health and substance-abuse services, and the Wichita Sedgwick County Housing First program, which seeks to end chronic homelessness are leasing space in the building. Partnering with other agencies in the same building essentially creates a “one-stop” resource center.

Housing First Program

The Housing First philosophy is to provide housing first, and then combine that housing with access to supportive treatment services in the areas of mental and physical health, substance abuse, education, and employment.

Criteria for eligibility:

- Must meet the HUD definition of chronically homeless
- Must have a disabling condition
 - A diagnosable mental illness
 - A physical illness
 - A substance abuse diagnosis
 - A chronic physical illness, or
 - A developmental disability
- Must agree to weekly in home case management visits

Housing First Program figures as of **March 1, 2013:**

- ✚ 145 persons have been housed (since March 2009)
- ✚ 45 have left the program successfully (through various means such as gaining a steady source of income, no longer requiring the assistance of the program, receiving a Section 8 voucher, receiving a HUD-VASH voucher, entering into an in-patient treatment facility, or moving to be near their family)
- ✚ 62 people remain successfully housed; 43 have been housed for over one year
- ✚ 39 different apartment complexes/property owners have been utilized
- ✚ 10 zip codes are represented
- ✚ 32 individuals are contributing to their rent and/or utilities

Housing First Works! Success Stories

- Since becoming housed In August 2009, “James” has experienced problems related to mental health, criminal tendencies, and addiction. James had a history of resistance toward applying for SSI/SSDI benefits and other services available through COMCARE.

James recently met with the SOAR case manager to begin the benefit application process and is now working with a Supported Employment staff. James’s case manager also reported another milestone for James -“he has finally quit sleeping on the pallet on his living room floor and is sleeping in his queen sized BED!”

- “Sean” was housed in July 2009 and suffered a stroke nearly one year ago. Sean has had difficulty performing tasks associated with managing a home—including trash removal and washing dishes. Case management noticed that Sean’s lack of cleanliness was becoming increasingly worse and sought assistance from other agencies. Property management conducted an inspection and later issued a formal notice stating that if the home was not clean within 14 days, he would have 30 days to vacate the property.

Sean realized the impact his unkempt home was causing and made a significant effort towards cleaning his home. He enlisted the help of a family member however the desire to live independently continues to motivate Sean to perform as many daily living skills as possible on his own. Through case management, work continues with other agencies to secure long term support to aid Sean in successfully maintaining his home.

- In 2011 the City of Wichita was awarded a \$13,000 grant from the AT&T Foundation to implement an Education, Training and Employment (ETE) program which would help to support a focused employment program for Housing First participants. All Housing First participants received a letter inviting them to participate.

In that program participants receive one-one case management services to help search for employment and/or further their education. Participants also attend the *Success Through Achievement and Responsibility (STAR) program, a two-week session which provides all of the tools necessary to prepare for job search, interview and securing employment. Housing is not contingent upon one's participation, yet all were encouraged to participate in this unique opportunity.

After remaining successfully housed for over three years, "Clint's" self confidence has increased and he has taken significant steps towards his goal of becoming self-sufficient. Besides being employed, Clint started to receive GED preparatory assistance provided through the ETE program. On September 13, 2012, six months after beginning the ETE program, Clint took the GED test and passed!! After the test, Clint told his case manager, "the test wasn't so bad, I should have taken it three years ago. I think I may now want to pursue my RN degree." Due to Clint's hard work and the staff support and financial assistance provided by the Housing First and ETE programs, a goal Clint once thought to be unattainable has been achieved!

Emergency Housing Options

The Wichita area has had an overflow shelter since the winter of 1990. Early on, the City of Wichita, Sedgwick County and the United Way of the Plains helped provide funding for the shelter. Area churches provided shelter and Inter-Faith Ministries administered operations.

For four years, Advocates to End Chronic Homelessness (AECH) worked with Inter-Faith Ministries (IFM) in planning the overflow shelter for homeless people in the Wichita area. In the fall of 2011 AECH announced it would no longer take the lead. AECH and Interfaith Ministries planned and executed the shelters at no expense to the City or the County. Over \$92,000 was raised by AECH. The City, County, and United Way previously contributed \$12,500 respectively to fund the annual emergency shelter.

In 2012, Inter-Faith Ministries (IFM) took over operations of the shelter. The shelter operates every year from November 1 through March 31 in downtown Wichita, using local churches to provide meals and places to stay.

"The Warming Souls Winter Shelter," said Anne Corrison, executive director of Inter-Faith Ministries, "is a natural fit for Inter-Faith Ministries. IFM has had a significant role in the physical management of the overflow sites for many years. The overflow shelter can be the front door leading to recovery and regained stability for people experiencing homelessness. Inter-Faith Ministries will accept every opportunity to improve the lives of people in need."

SSI/SSDI Outreach, Access and Recovery (SOAR)

Nationally, only about 30 percent of individuals who apply for SSI/SSDI are approved on initial application. For people who are homeless and have no one to assist them, that percentage is cut by more than one half. When applications are denied, appeals can take an average of *one year* to complete, and in that time applicants often give up hope. With income support and Medicaid/Medicare health insurance, benefit recipients are able to access housing and physical/behavioral health care services, allowing them to pursue other life goals, including employment.

States and communities utilizing the SOAR approach report average approval ratings of over 70% in only 3 months.

The national success rate on initial applications for SSI and SSDI for all applicants is 37% with only 11% of the homeless population is estimated to receive SSI. SRS Kansas has provided training to over 300 individuals throughout the state. In most states, once an individual is approved for SSI and Medicaid their treatment providers are able to retroactively bill Medicaid for services provided up to 90 days prior to the date of their SSI application. This means reimbursement for previously uncompensated care as well as payment for ongoing treatment.

Medical Providers and Hospitals can also receive Medicaid/Medicare reimbursement, often retroactively, for medication and direct service costs that would otherwise remain uncompensated. ER and inpatient units, the most expensive medical settings, are those most commonly used by those who are homeless and have no insurance.

COMCARE'S SOAR Case Manager has been successful in securing benefits for clients which has allowed COMCARE to retroactively bill and secure reimbursement of over \$425,000, for medication and direct service costs incurred by clients who may have been homeless and uninsured at the time of service

2011 National SOAR Outcomes*

- In 2011 alone, SSI/SSDI brought over \$85 million into the state and local economies of participating states.
- Since 2006, there have been nearly 15,000 decisions on initial SSI/SSDI applications reported by 44 states using the SOAR approach for people who were homeless or at risk for homelessness. This is an increase of nearly 6,000 decisions over the prior year.

* 2012 National SOAR Outcomes have not yet been published.

Sustainable Funding Sources

The Oversight Committee continues with its efforts of identifying sustainable funding options.

Wichita, Kansas
April 1, 2013
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Accountant, Finance, representing the Director of Finance, Elizabeth Goltry Wadle, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Jason Earl, Management Intern, representing the City Manager's Office and Karen Sublett, City Clerk, present.

Minutes of the regular meeting dated March 25, 2013, were read and on motion approved.

Bids were opened on March 29, 2013, pursuant to advertisements published on:

Shoreline from the west line of Lot 22, Block 1 to the east line of Lot 16, Block 1 to serve Emerald Bay Estates 2nd Addition (north of 21st Street North, west of West Street) (472-84867/766286/ 490304) does not affect existing traffic. Shoreline from the west line of Lot 30, Block 1 to the east line of Lot 23, Block 1 to serve Emerald Bay Estates 2nd Addition (north of 21st Street North, west of West Street) (472-85072/766291/ 490309) does not affect existing traffic. (District VI)

Cornejo & Sons - \$78,194.15	Group 1
<u>\$85,441.35</u>	Group 2
\$163,635.50	Bid Total

The Purchasing Manager recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

**PUBLIC WORKS & UTILITIES DEPARTMENT/FLEET & FACILITIES DIVISION:
Utility Trailers**

Kansas Underground Inc-	\$114,243.80	Group 1
Berry Tractor & Equipment-	\$99,980.00	Group 2

**PUBLIC WORKS & UTILITIES DEPARTMENT/FLEET & FACILITIES DIVISION:
Trailer Mounted Air Compressors**

Air Capital Equipment Inc.-	\$144,295.00	Base Bid
-----------------------------	--------------	----------

WICHITA TRANSIT: Security Services – Transit Center

Defer one week

IT/IS DEPARTMENT: Office 365 Plan G

Software House International- *\$25,188.00

*Purchases utilizing Government Entities Contracts, Cooperative Contracts and Agreements Ordinance No. 38-122 Section 2.64.020 (j). State of Kansas Contract #36093

The Purchasing Division recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Martha Strayer, Administrative Assistant,
Department of Public Works

Karen Sublett, MMC
City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager
 DATE: April 1, 2013

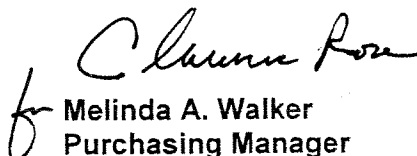
ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER**March 29, 2013**

Paving – Emerald Bay Estates 2 nd Addition – Public Works & Utilities Department/Engineering Division		
Cornejo & Sons, LLC	Group 1, Shoreline (Lots 16-22)	\$78,194.15
	Group 2, Shoreline (Lots 23-30)	85,441.35
	Aggregate Bid Total	<u>\$163,635.50</u>

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER**March 29, 2013**

Utility Trailers – Public Works & Utilities Department/Fleet & Facilities Division (Deferred from March 25, 2013)		
Kansas Underground, Inc.	Group 1	\$114,243.80
Berry Tractor & Equipment Company	Group 2	\$99,980.00
Trailer Mounted Air Compressors – Public Works & Utilities Department/Fleet & Facilities Division		
Air Capital Equipment, Inc.	(Deferred from March 25, 2013) Base Bid	\$144,295.00
Security Services - Downtown Transit Center – Wichita Transit		
(Defer to April 8, 2013)		
Office 365 Plan G3 – IT/IS Department		
Software House International (SHI)	Cooperative Contracts and Agreements, Ordinance No. 38-122, Section 2.64.020(j); State of Kansas Contract # 36093	\$25,188.00

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.


 for Melinda A. Walker
 Purchasing Manager

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - March 29, 2013

RQ#340348

FB#340052		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Cornejo & Sons, LLC
Shoreline (Lots 16-22) 472- 84867 490304	Group 1	\$81,212.00	\$80,471.00		\$78,194.15
Shoreline (Lots 23-30) 472- 85072 490309	Group 2	\$89,302.00	\$87,006.50		\$85,441.35
Emerald Bay Estates 2nd Addition	BID BOND				
	ADDENDA	0			
BID TOTAL		\$170,514.00	167,477.50		163,635.50
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	Lafarge North America
Shoreline (Lots 16-22) 472- 84867 490304	Group 1	\$81,212.00		\$81,496.00	
Shoreline (Lots 23-30) 472- 85072 490309	Group 2	\$89,302.00		\$87,265.50	
Emerald Bay Estates 2nd Addition	BID BOND				
	ADDENDA	0			
BID TOTAL		\$170,514.00		168,761.50	
		Engineer's Construction Estimate			
Shoreline (Lots 16-22) 472- 84867 490304	Group 1	\$81,212.00			
Shoreline (Lots 23-30) 472- 85072 490309	Group 2	\$89,302.00			
Emerald Bay Estates 2nd Addition	BID BOND				
	ADDENDA	0			
BID TOTAL		\$170,514.00			
		Engineer's Construction Estimate			
Shoreline (Lots 16-22) 472- 84867 490304	Group 1	\$81,212.00			
Shoreline (Lots 23-30) 472- 85072 490309	Group 2	\$89,302.00			
Emerald Bay Estates 2nd Addition	BID BOND				
	ADDENDA	0			
BID TOTAL		\$170,514.00			
		Engineer's Construction Estimate			
Shoreline (Lots 16-22) 472- 84867 490304	Group 1	\$81,212.00			
Shoreline (Lots 23-30) 472- 85072 490309	Group 2	\$89,302.00			
Emerald Bay Estates 2nd Addition	BID BOND				
	ADDENDA	0			
BID TOTAL		\$170,514.00			



Bid Results

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: FB340040 Utility Trailers

Close Date/Time: 3/22/2013 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Group

Department: Public Works Fleet & Facilities

Responses: 12

Vendors	Complete	Bid Total	City Comments
<u>MURPHY TRACTOR & EQUIPMENT CO INC</u>	Complete	\$197,000.00	Does not meet specifications Group 2
<u>BERRY TRACTOR & EQUIPMENT CO</u>	Complete	\$284,280.00	Award 04/02/2013 Group 2 Public Works & Utilities Department/Fleet & Facilities Division
<u>ROBERTS TRUCK CENTER LTD</u>	In-Complete	\$0.00	
<u>SELLERS EQUIPMENT INC</u>	In-Complete	\$0.00	
<u>K-15 STORAGE & AUTO-TRAILER SALES LLC</u>	Partial	\$103,780.00	Does not meet specifications Group 1
<u>VERDE INC</u>	Partial	\$113,886.00	Corrected total \$119,880.00
<u>KANSAS UNDERGROUND INC</u>	Partial	\$114,243.80	Award 04/02/2013 Group 1 Public Works & Utilities Department/Fleet & Facilities Division
<u>SUMMIT TRUCK EQUIPMENT/TRANSWEST TRAILER</u>	Partial	\$166,499.80	
<u>PRICE BROS EQUIPMENT CO</u>	Partial	\$167,980.00	
<u>VICTOR L PHILLIPS COMPANY</u>	Partial	\$179,980.00	
<u>WHITE STAR MACHINERY & SUPPLY</u>	Partial	\$181,400.00	
<u>BERRY COMPANIES INC</u>	Partial	\$181,400.00	

[Top of the Page](#)



POWERED BY





Bids On Solicitation

Vendor Solicitations System Admin Logout Help

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: **FB340040** Utility Trailers

Close Date/Time: 3/22/2013 10:00 AM CST

Solicitation Type: **Formal Bid**

[Return to the Bid List](#)

Award Method: **Group**

Department: **Public Works Fleet & Facilities**

Responses: **12**

Go to: 001

Line 001 GROUP 1 New Current 14,000# GVWR DOUBLE-AXLE 22' TILTING UTILITY TRAILER WITH STATIONARY DECK.

Vendors	QTY	UOM	Price	Extended Cost	Complete
K-15 STORAGE & AUTO-TRAILER SALES LLC	20	Each	\$5,189.0000	\$103,780.00	Complete
KANSAS UNDERGROUND INC	20	Each	\$5,712.1900	\$114,243.80	Complete
MURPHY TRACTOR & EQUIPMENT CO INC	20	Each	\$7,750.0000	\$155,000.00	Complete
SUMMIT TRUCK EQUIPMENT/TRANSWEST TRAILER	20	Each	\$8,324.9900	\$166,499.80	Complete
PRICE BROS EQUIPMENT CO	20	Each	\$8,399.0000	\$167,980.00	Complete
VICTOR L PHILLIPS COMPANY	20	Each	\$8,999.0000	\$179,980.00	Complete
BERRY COMPANIES INC	20	Each	\$9,070.0000	\$181,400.00	Complete
WHITE STAR MACHINERY & SUPPLY	20	Each	\$9,070.0000	\$181,400.00	Complete
BERRY TRACTOR & EQUIPMENT CO	20	Each	\$9,215.0000	\$184,300.00	Complete
SELLERS EQUIPMENT INC				No Bid.	
ROBERTS TRUCK CENTER LTD				No Bid.	
VERDE INC	19	Each	\$5,994.0000	\$113,886.00	Partial

[Top of the Page](#)

Line 002 GROUP 2 New Current 60,000# GVWR UTILITY TRAILER.

Vendors	QTY	UOM	Price	Extended Cost	Complete
MURPHY TRACTOR & EQUIPMENT CO INC	2	Each	\$21,000.0000	\$42,000.00	Complete
BERRY TRACTOR & EQUIPMENT CO	2	Each	\$49,990.0000	\$99,980.00	Complete
SELLERS EQUIPMENT INC				No Bid.	
VICTOR L PHILLIPS COMPANY				No Bid.	
BERRY COMPANIES INC				No Bid.	
WHITE STAR MACHINERY & SUPPLY				No Bid.	
KANSAS UNDERGROUND INC				No Bid.	
ROBERTS TRUCK CENTER LTD				No Bid.	
SUMMIT TRUCK EQUIPMENT/TRANSWEST TRAILER				No Bid.	
VERDE INC				No Bid.	
K-15 STORAGE & AUTO-TRAILER SALES LLC				No Bid.	
PRICE BROS EQUIPMENT CO				No Bid.	

[Top of the Page](#)

**Bid Results**
[Registration](#) [Solicitations](#) [Document Inquiry](#) [Login](#) [Help](#)

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor **Group** **Line**
Solicitation: FB340043 **Trailer Mounted Air Compressors**

Close Date/Time: 3/22/2013 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Responses: 8

Vendors	Complete	Bid Total	City Comments
<u>AIR CAPITAL EQUIPMENT INC</u>	Complete	\$144,870.00	Award 04/02/2013 Base Bid Public Works & Utilities Department/Fleet & Facilities Division
<u>LOGAN CONTRACTORS SUPPLY</u>	Complete	\$145,110.00	
<u>CENTRAL POWER SYSTEMS & SERVICES INC</u>	Complete	\$154,770.00	
<u>UNITED RENTALS</u>	Complete	\$156,189.20	
<u>D & D EQUIPMENT & SALES</u>	Complete	\$158,338.00	
<u>VICTOR L PHILLIPS COMPANY</u>	Complete	\$198,566.80	
<u>BERRY COMPANIES INC</u>	In-Complete	\$0.00	
<u>MYERS BROS OF KANSAS CITY INC</u>	In-Complete	\$0.00	

[Top of the Page](#)





Bid Results

Registration Solicitations Document Inquiry Login Help

This page summarizes bids by the totals for each group listed on the solicitation.

Vendor Group Line
Solicitation: FB340043 Trailer Mounted Air Compressors

Close Date/Time: 3/22/2013 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Responses: 8

Go to: 01

Group 01

Vendors	Complete	Group Total Net Bid
<u>AIR CAPITAL EQUIPMENT INC</u>	Complete	\$144,295.00
<u>LOGAN CONTRACTORS SUPPLY</u>	Complete	\$144,600.00
<u>CENTRAL POWER SYSTEMS & SERVICES INC</u>	Complete	\$154,470.00
<u>UNITED RENTALS</u>	Complete	\$155,189.20
<u>D & D EQUIPMENT & SALES</u>	Complete	\$157,810.00
<u>VICTOR L PHILLIPS COMPANY</u>	Complete	\$197,066.80
<u>MYERS BROS OF KANSAS CITY INC</u>	In-Complete	\$0.00
<u>BERRY COMPANIES INC</u>	In-Complete	\$0.00

Group 01: Option 01

Vendors	Complete	Group Total Net Bid
<u>CENTRAL POWER SYSTEMS & SERVICES INC</u>	Complete	\$300.00
<u>LOGAN CONTRACTORS SUPPLY</u>	Complete	\$510.00
<u>D & D EQUIPMENT & SALES</u>	Complete	\$528.00
<u>AIR CAPITAL EQUIPMENT INC</u>	Complete	\$575.00
<u>UNITED RENTALS</u>	Complete	\$1,000.00
<u>VICTOR L PHILLIPS COMPANY</u>	Complete	\$1,500.00
<u>MYERS BROS OF KANSAS CITY INC</u>	In-Complete	\$0.00
<u>BERRY COMPANIES INC</u>	In-Complete	\$0.00

[Top of the Page](#)





Vendor	Group	Line
Solicitation: FB340047		Security Services - Transit Center

Close Date/Time: 3/22/2013 10:00 AM CST

Return to the Bid List

Responses: 3

Department: Wichita Transit

Vendors	Complete	Bid Total	City Comments
<u>ALLEGIANCE SECURITY GROUP LLC</u>	Complete	\$46,583.00	Defer to 04/08/13 Wichita Transit
<u>VEND-TECH ENTERPRISE LLC</u>	Complete	\$52,392.00	
SIGNAL 88 SECURITY	Complete	\$55,500.00	

Top of the Page



**Purchases Utilizing Government Entities Contracts
Cooperative Contracts and Agreements
Ordinance No. 38-122 Section 2.64.020 (j)**

SUBJECT: Office 365 Plan G3

Qty 2099 @ \$12.00 each, Office 365PlanG3 ShrdSvr ALNG SubsVL MVL Promo
Per user from CoreCAL w/Off – part #U7S-00023

Department: IT / IS Department

Vendor	Reference Authority	Total Cost
Software House International (SHI), per the State of Kansas Contract # 36093 for Software	Ordinance No. 38-122 Section 2.64.020 (j)	\$25,188.00

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL APRIL 2, 2013**

- a. Traffic Signalization at 39th Street N & Webb (39th St N & Webb Intersection) (472-84720/706979/707032/707043/208444/210497/211508) Traffic to be maintained during construction using flagpersons and barricades. (District II) - \$232,500.00
- b. 2013 Arterial Sidewalk and Wheelchair Ramp - Phase 1 (north of 63rd Street South, east of 151 Street West) (472-85074/707044/792409/211509/435379) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,V & VI) - \$236,265.00
- c. Lateral 3, Main 23, Southwest Interceptor Sewer to serve Emerald Bay Estates 2nd Addition (west of West Street, north of 21st Street North) (468-84638/744344/480036) Does not affect existing traffic. (District VI) - \$303,000.00

City of Wichita
City Council Meeting
April 2, 2013

TO: Mayor and City Council

SUBJECT: Petition for Sanitary Sewer to Serve U-Needa Self Storage Addition (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the petition.

Background: The petition has been signed by one owner representing 100% of the improvement district.

Analysis: The project will provide sanitary sewer service required for a developed commercial property, south of 21st Street North, east of Hoover.

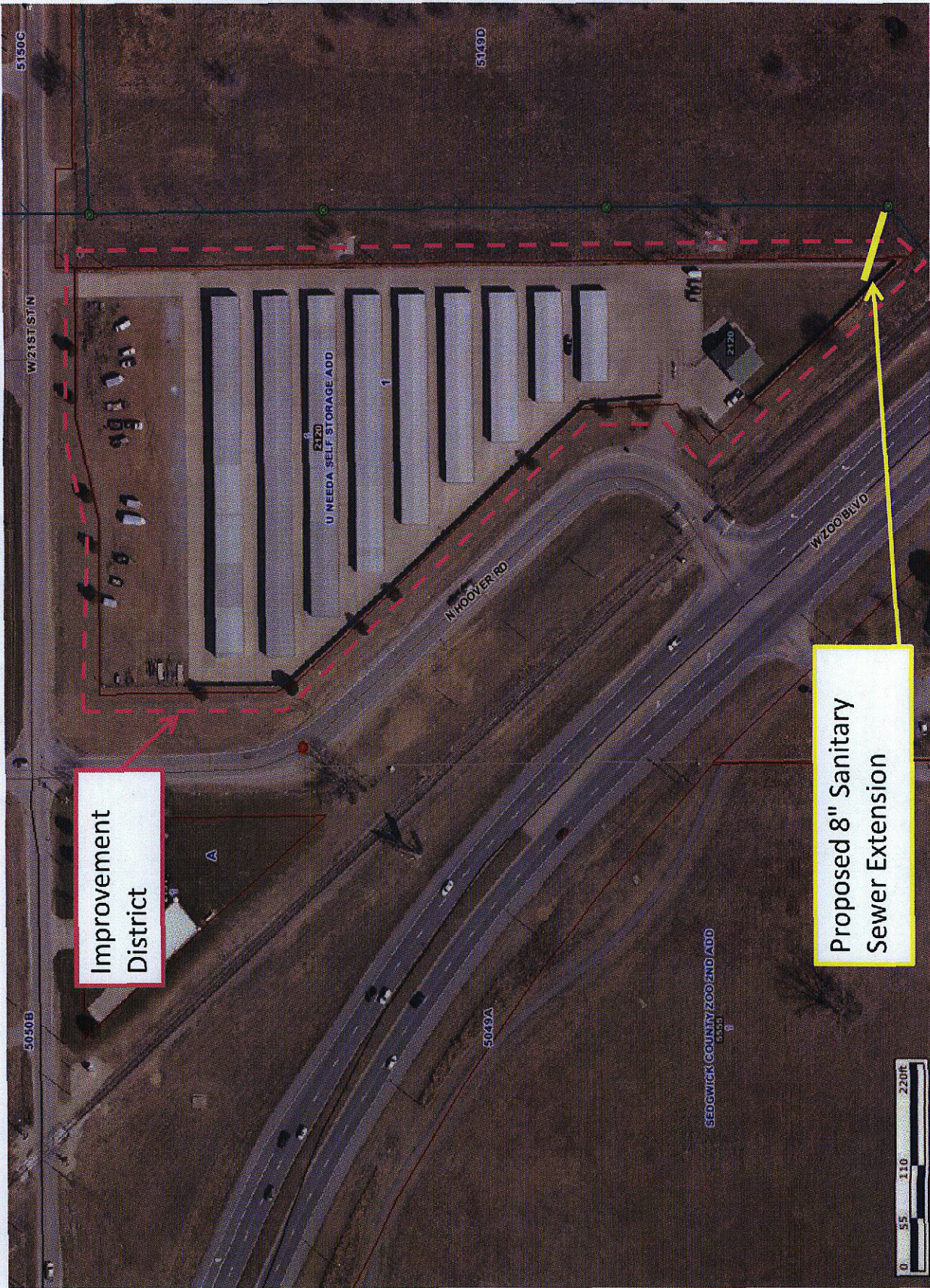
Financial Considerations: The petition totals \$30,000. The funding source is special assessments.

Legal Considerations: The petition and resolution have been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the petition, adopt the resolution, and authorize the necessary signatures

Attachments: Map, CIP sheet, petition, and resolution.

CAPITAL IMPROVEMENT PROJECT AUTHORIZATION CITY OF WICHITA				USE: To Initiate Project <input checked="checked" type="checkbox"/> X To Revise Project <input type="checkbox"/>		1. Prepare in triplicate 2. Send original & 2 copies to budget. 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.																
1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location																			
Public Works & Utilities	Eng & Arch	3/11/2013	Sanitary Sewer in U-Nedda Self Storage Addition																			
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)		8. Approved by WCC Date																		
NI		2013																				
9. Estimated Start Date	10. Estimated Completion Date		11. Project Revised																			
As Required	As Required																					
12. Project Cost Estimate				12A.																		
ITEM	GO	SA	OTHER*	TOTAL	<table style="width: 100%; border-collapse: collapse;"> <tr> <td></td> <td style="text-align: center; width: 50px;">Yes</td> <td style="text-align: center; width: 50px;">No</td> </tr> <tr> <td>Platting Required</td> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> <tr> <td>Lot Split</td> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> <tr> <td>Petition</td> <td style="border: 1px solid black; height: 20px; text-align: center;">X</td> <td style="border: 1px solid black; height: 20px;"></td> </tr> <tr> <td>Ordered by WCC</td> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> </table>				Yes	No	Platting Required			Lot Split			Petition	X		Ordered by WCC		
	Yes	No																				
Platting Required																						
Lot Split																						
Petition	X																					
Ordered by WCC																						
Right of Way																						
Paving, grading & const.																						
Bridge																						
Drainage																						
Sanitary Sewer		\$30,000		\$30,000																		
Sidewalk																						
Water																						
Traffic Signals & Turn Lanes																						
Totals		\$30,000		\$30,000																		
Total CIP Amount Budgeted					Remarks: 100% Petition *Sanitary Sewer Utility Lateral 6, Main 20, Southwest Interceptor Sewer 468-84873																	
Total Prelim. Estimate																						
13. Recommendation: Approve the petition and adopt the resolution.																						
Division Head		Department Head		Budget Officer		City Manager																
				Date		Date																



SANITARY SEWER PETITION

RECEIVED

To the Mayor and City Council
Wichita, Kansas

RECEIVED

MAR 11 2013

MAR 11 '13

CITY - ENGINEERING

Dear Council Members:

CITY CLERK OFFICE

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

468-84873

U-NEEDA SELF STORAGE ADD.

Lot 1, Block 1

L6, M20 SWI

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being **Thirty Thousand Dollars (\$30,000)**, exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. The actual assessed cost shall not exceed the estimated assessed cost by more than 10%, exclusive of the cost of interest on borrowed money. If, at the time the City Engineer bids or is ready to bid the project for construction, it appears that the final cost will exceed this amount, this project will be abandoned and rescinded by the City Council. In order to re-establish the project, a new petition with an increased budget must be circulated and submitted.

This petition shall be considered null and void if it is not filed with the City Clerk within one year of the preparation date of **March 1, 2013**.

- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property

described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a **Square Foot** basis:

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

P.D. Wood

3/7/13

LEGAL DESCRIPTION	SIGNATURE	DATE
U-NEEDA SELF STORAGE ADD		
Lot 1, Block 1	BRZ INVESTMENTS INC	

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

Nathan Wintley
Name

455 N. Main
Address

316-268-4455
Telephone Number

Sworn to and subscribed before me this 11th day of March, 2013.



[Signature]
Deputy City Clerk

First Published in the Wichita Eagle on April 5, 2013

RESOLUTION NO. 13-054

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 6, MAIN 20, SOUTHWEST INTERCEPTOR SEWER (NORTH OF 21ST ST. NORTH, EAST OF HOOVER) 468-84873** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 6, MAIN 20, SOUTHWEST INTERCEPTOR SEWER (NORTH OF 21ST ST. NORTH, EAST OF HOOVER) 468-84873** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 6, Main 20, Southwest Interceptor Sewer (north of 21st St. North, east of Hoover) 468-84873**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Thirty Thousand Dollars (\$30,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **March 1, 2013**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

U-NEEDA SELF STORAGE ADDITION

Lot 1, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of April, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

City of Wichita
City Council Meeting
April 2, 2013

TO: Mayor and City Council

SUBJECT: Petition for Sanitary Sewer to Serve Westwood Addition (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the petition.

Background: The petition has been signed by one owner representing 100% of the improvement district. The petition is a requirement for a lot split.

Analysis: The project will provide sanitary sewer service required for new construction in a developed residential area, south of Maple, east of Ridge.

Financial Considerations: The petition totals \$17,599. The funding source is special assessments.

Legal Considerations: The petition and resolution have been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the petition, adopt the resolution, and authorize the necessary signatures

Attachments: Map, CIP sheet, petition, and resolution.

CAPITAL IMPROVEMENT PROJECT AUTHORIZATION CITY OF WICHITA				USE: To Initiate Project <input checked="checked" type="checkbox"/> X To Revise Project <input type="checkbox"/>		1. Prepare in triplicate 2. Send original & 2 copies to budget. 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.																
1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location																			
Public Works & Utilities	Eng & Arch	3/11/2013	Sanitary Sewer in Westwood Addition																			
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)		8. Approved by WCC Date																		
NI		2013																				
9. Estimated Start Date	10. Estimated Completion Date		11. Project Revised																			
As Required	As Required																					
12. Project Cost Estimate				12A.																		
ITEM	GO	SA	OTHER*	TOTAL	<table style="width: 100%; border-collapse: collapse;"> <tr> <td></td> <td style="text-align: center; width: 50px;">Yes</td> <td style="text-align: center; width: 50px;">No</td> </tr> <tr> <td>Platting Required</td> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> <tr> <td>Lot Split</td> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> <tr> <td>Petition</td> <td style="border: 1px solid black; height: 20px; text-align: center;">X</td> <td style="border: 1px solid black; height: 20px;"></td> </tr> <tr> <td>Ordered by WCC</td> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> </table>				Yes	No	Platting Required			Lot Split			Petition	X		Ordered by WCC		
	Yes	No																				
Platting Required																						
Lot Split																						
Petition	X																					
Ordered by WCC																						
Right of Way																						
Paving, grading & const.																						
Bridge																						
Drainage																						
Sanitary Sewer		\$17,599		\$17,599																		
Sidewalk																						
Water																						
Traffic Signals & Turn Lanes																						
Totals		\$17,599		\$17,599																		
Total CIP Amount Budgeted					Remarks: 100% Petition *Sanitary Sewer Utility Lateral 69, Main 4, Southwest Interceptor Sewer 468-84872																	
Total Prelim. Estimate																						
13. Recommendation: Approve the petition and adopt the resolution.																						
Division Head		Department Head		Budget Officer		City Manager																
				Date		Date																

First Published in the Wichita Eagle on April 5, 2013

RESOLUTION NO. 13-055

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 69, MAIN 4, SOUTHWEST INTERCEPTOR SEWER (SOUTH OF MAPLE, EAST OF RIDGE) 468-84872** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 69, MAIN 4, SOUTHWEST INTERCEPTOR SEWER (SOUTH OF MAPLE, EAST OF RIDGE) 468-84872** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 69, Main 4, Southwest Interceptor Sewer (south of Maple, east of Ridge) 468-84872.**

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Sixteen Thousand Dollars (\$16,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2013**, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of One Thousand Five Ninety-Nine Dollars (\$1,599.00)

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

PARCEL "A-1" and "A-2"

PARCEL "A-1"

Commencing at the southwest corner of Lot 1, Westwood, Sedgwick County, Kansas; thence northerly along the west line of said Lot 1, 64.25 feet for a point of beginning; thence easterly parallel with the south line of said Lot 1, 108.38 feet to a point 60.00 feet normally distant west of the east line of said Lot 1; thence easterly with a deflection angle to the left of 05°57'57" from the last described course, 60.33 feet to a point on the east line of said Lot 1; thence northerly along the east line of said Lot 1, 22.96 feet, more or less, to the northeast corner of said Lot 1, said northeast corner also being the intersection of the southwest right-of-way line of Carlton Drive as dedicated in said Westwood, (part of said Carlton Drive now vacated), with the west right-of-way line of Meadowhaven as dedicated in said Westwood; thence northeasterly perpendicular to the southwest right-of-way line of the vacated part of said Carlton Drive, (and along the southeast line of the vacated part of said Carlton Drive), 25.00 feet; thence northwesterly parallel with the southwest right-of-way line of the vacated part of said Carlton Drive, 114.88 feet; thence southwesterly with a deflection angle to the left of 90°20'03" from the last described course, 149.15 feet to a point on the west line of said Lot 1, said point being 86.07 feet northerly of the southwest corner of said Lot 1; thence southerly along the west line of said Lot 1, 21.82 feet to the point of beginning.

PARCEL "A-2"

Commencing at the southwest corner of Lot 1, Westwood, Sedgwick County, Kansas; thence northerly along the west line of said Lot 1, 64.25 feet; thence easterly parallel with the south line of said Lot 1, 108.38 feet to a point 60.00 feet normally distant west of the east line of said Lot 1; thence easterly with a deflection angle to the left of 05°57'57" from the last described course, 60.33 feet to a point on the east line of said Lot 1; thence northerly along the east line of said Lot 1, 22.96 feet, more or less, to the northeast corner of said Lot 1, said northeast corner also being the intersection of the southwest right-of-way line of Carlton Drive as dedicated in said Westwood, (part of said Carlton Drive now vacated), with the west right-of-way line of Meadowhaven as dedicated in said Westwood; thence northeasterly perpendicular to the southwest right-of-way line of the vacated part of said Carlton Drive, (and along the southeast line of the vacated part of said Carlton Drive), 25.00 feet for a point of beginning; thence northwesterly parallel with the southwest right-of-way line of the vacated part of said Carlton Drive, 114.88 feet; thence southwesterly with a deflection angle to the left of 90°20'03" from the last described course, 149.15 feet to a point on the west line of said Lot 1, said point being 86.07 feet northerly of the southwest corner of said Lot 1; thence northerly along the west line of said Lot 1 and along the west right-of-way line of the vacated part of said Carlton Drive, 245.64 feet to the northwest corner of the vacated part of said Carlton Drive; thence southeasterly along the northeast right-of-way line of the vacated part of said Carlton Drive, 287.24 feet to the most easterly corner of the vacated part of said Carlton Drive; thence southwesterly along the southeast line of the vacated part of said Carlton Drive, (the southeast line of the vacated part of said Carlton Drive being perpendicular to the southwest right-of-way line of the vacated part of said Carlton Drive), 25.00 feet to the point of beginning.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and or value: PARCEL "A-1" shall pay 1/2 of the total cost of the improvements; and PARCEL "A-2" shall pay 1/2 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of April, 2013.

CARL BREWER, MAYOR

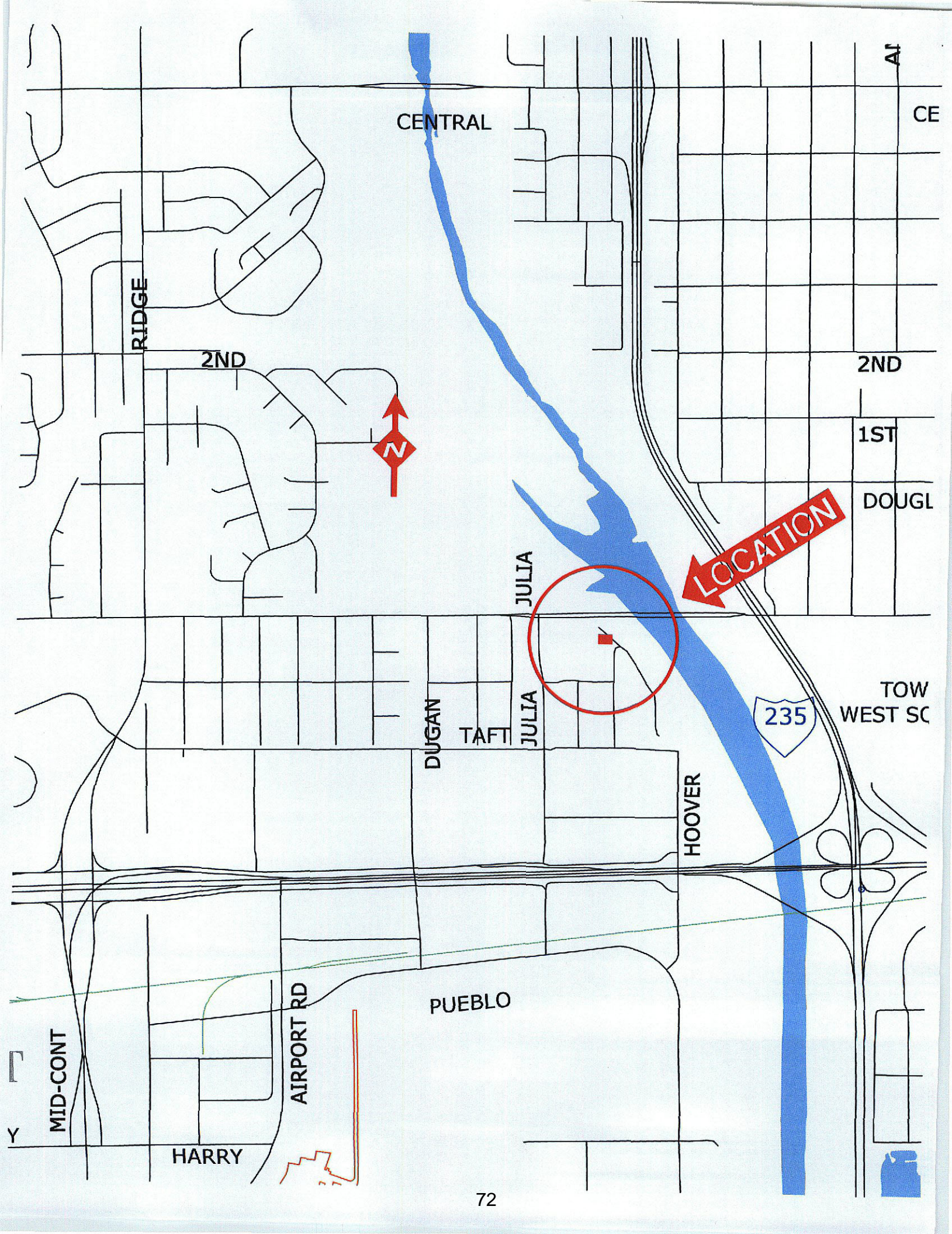
ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW



RECEIVED

MAR 11 '13

CITY CLERK OFFICE

SANITARY SEWER PETITION

To the Mayor and City Council
Wichita, Kansas

L69, MØ4 SWI

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

PARCEL "A-1"

468-84872 Commencing at the southwest corner of Lot 1, Westwood, Sedgwick County, Kansas; thence northerly along the west line of said Lot 1, 64.25 feet for a point of beginning; thence easterly parallel with the south line of said Lot 1, 108.38 feet to a point 60.00 feet normally distant west of the east line of said Lot 1; thence easterly with a deflection angle to the left of 05°57'57" from the last described course, 60.33 feet to a point on the east line of said Lot 1; thence northerly along the east line of said Lot 1, 22.96 feet, more or less, to the northeast corner of said Lot 1, said northeast corner also being the intersection of the southwest right-of-way line of Carlton Drive as dedicated in said Westwood, (part of said Carlton Drive now vacated), with the west right-of-way line of Meadowhaven as dedicated in said Westwood; thence northeasterly perpendicular to the southwest right-of-way line of the vacated part of said Carlton Drive, (and along the southeast line of the vacated part of said Carlton Drive), 25.00 feet; thence northwesterly parallel with the southwest right-of-way line of the vacated part of said Carlton Drive, 114.88 feet; thence southwesterly with a deflection angle to the left of 90°20'03" from the last described course, 149.15 feet to a point on the west line of said Lot 1, said point being 86.07 feet northerly of the southwest corner of said Lot 1; thence southerly along the west line of said Lot 1, 21.82 feet to the point of beginning.

PARCEL "A-2"

Commencing at the southwest corner of Lot 1, Westwood, Sedgwick County, Kansas; thence northerly along the west line of said Lot 1, 64.25 feet; thence easterly parallel with the south line of said Lot 1, 108.38 feet to a point 60.00 feet normally distant west of the east line of said Lot 1; thence easterly with a deflection angle to the left of 05°57'57" from the last described course, 60.33 feet to a point on the east line of said Lot 1; thence northerly along the east line of said Lot 1, 22.96 feet, more or less, to the northeast corner of said Lot 1, said northeast corner also being the intersection of the southwest right-of-way line of Carlton Drive as dedicated in said Westwood, (part of said Carlton Drive now vacated), with the west right-of-way line of Meadowhaven as dedicated in said Westwood; thence northeasterly perpendicular to the southwest right-of-way line of the vacated part of said Carlton Drive, (and along the southeast line of the vacated part of said Carlton Drive), 25.00 feet for a point of beginning; thence northwesterly parallel with the southwest right-of-way line of the vacated part of said Carlton Drive, 114.88 feet;

thence southwesterly with a deflection angle to the left of 90°20'03" from the last described course, 149.15 feet to a point on the west line of said Lot 1, said point being 86.07 feet northerly of the southwest corner of said Lot 1; thence northerly along the west line of said Lot 1 and along the west right-of-way line of the vacated part of said Carlton Drive, 245.64 feet to the northwest corner of the vacated part of said Carlton Drive; thence southeasterly along the northeast right-of-way line of the vacated part of said Carlton Drive, 287.24 feet to the most easterly corner of the vacated part of said Carlton Drive; thence southwesterly along the southeast line of the vacated part of said Carlton Drive, (the southeast line of the vacated part of said Carlton Drive being perpendicular to the southwest right-of-way line of the vacated part of said Carlton Drive), 25.00 feet to the point of beginning.

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas, said lateral sanitary sewer to connect to an existing sanitary sewer main.
- (b) That the estimated and probable cost of the lateral sanitary sewer is Sixteen Thousand Dollars (\$16,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of one percent per month from and after April 1, 2013.
- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of One Thousand Five Hundred Ninety-Nine Dollars (\$1,599.00).
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the lateral sanitary sewer for which the improvement district is liable, plus the benefit fee.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction

does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (e) That the method of assessment of all costs of the lateral sanitary sewer for which the improvement district is liable, plus the benefit fee, shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: PARCEL "A-1" shall pay 1/2 of the total cost of the improvements; and PARCEL "A-2" shall pay 1/2 of the total cost of the improvements.

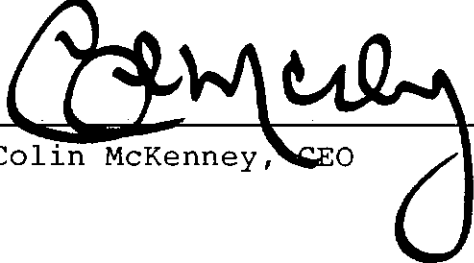
In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis:

- 2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

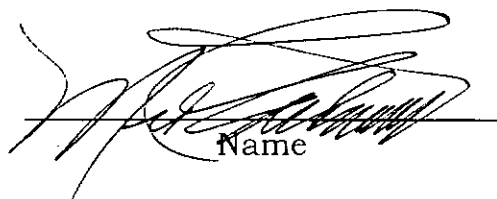
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

<u>LEGAL DESCRIPTION</u>	<u>SIGNATURE</u>	<u>DATE</u>
<u>PARCEL "A-1"</u>	Starkey, Inc.	
<u>PARCEL "A-2"</u>	By:  Colin McKenney, CEO	3/7/13

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.

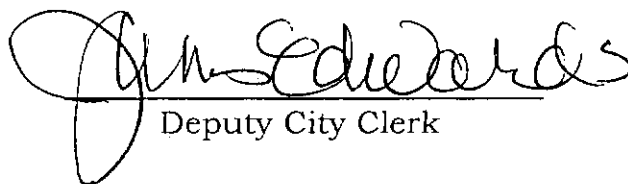

Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 11th day of March
2013.




Deputy City Clerk

WESTWOOD ADDITION

Sedgwick County, Kansas

SANITARY SEWER PETITION

Benefit District: (2 Fractions)

Parcel "A-1" (1 Fraction)

Parcel "A-2" (1 Fraction)

Cost Estimate:

Item	Quantity	Unit	Unit Price	Amount
8" Pipe	100	L.F.	\$30.00	\$3,000.00
Manhole	2	EA.	\$3,000.00	\$6,000.00
4" Stub	1	EA.	\$800.00	\$800.00
Site Clearing and Restoration	1	L.S.	\$2,000.00	\$2,000.00
Subtotal				\$11,800.00
+ 35 % Design, Insp., & Administration				\$4,130.00
Total				\$15,930.00

Petition Amount	\$16,000
Sanitary Sewer Main B.F. @ \$.05/Sq.Ft.	\$1,599
TOTAL PROJECT	\$17,599
Average Cost Per Fraction	\$8,800
Average Monthly Assessment Per Fraction	\$58 (Based on 20 years @ 5%)

City of Wichita
City Council Meeting
April 2, 2013

TO: Mayor and City Council

SUBJECT: Agreement for Improvements to West Kellogg from 111th to 143rd Streets West (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: On August 28, 2012, the City Council approved a revised budget for design, right-of-way, and construction for the expansion of West Kellogg between 111th and 143rd Streets West. The proposed improvements require the relocation of an electric transmission line owned by Westar Energy and located in a private easement. An agreement with Westar has been prepared authorizing the work and establishing the basis for reimbursement by the City.

Analysis: Agreements have been prepared between the City and Westar, which provide for the purchase of required easements and the relocation of Westar's transmission power line, including steel poles to span future Kellogg improvements. All work associated with the relocation, including acquisition of easements, will be completed by Westar.

Financial Considerations: The estimated relocation cost is \$1,194,756. Payment is on a cost reimbursable basis and funding is available in the existing approved budget. The agreement provides that both parties will agree to any additional cost beyond this estimate, if needed, prior to final payment.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Agreement.

UTILITY AGREEMENT

Sedgwick County

Dated: 2/26/13
City of Wichita Project: 472-84840General Location: W 135st Street, US 54 (Kellogg Ave) to Onewood

THIS AGREEMENT is entered into between the City of Wichita (City) and WESTAR ENERGY, INC, a Kansas corporation (Company).

WHEREAS, the City proposes a highway improvement project on Highway No. 54 and W 135st Street, described above by Project Number and Location and shown on the Project Plans, and

WHEREAS, the Company is owner of certain facilities located adjacent to W 135st street, as shown on the Project Plans (facilities) and these facilities are located on private right-of-way, in whole or in part, and not now entirely located upon existing highway right-of-way, and

WHEREAS, the Company's facilities need to be adjusted, altered, or relocated so the City may construct the Project and the Company may maintain its present services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree:

1. Upon receipt of formal written authorization from the City, the Company will proceed without unnecessary delay to make the changes to its facilities described in Exhibit A – WESTAR Line 138.22A (utility plans) in accordance with Paragraph 17 of this Agreement. The Company prepared Exhibit A – WESTAR Line 138.22A, which is attached to and incorporated into this Agreement.

2. Company certifies that its facilities are located on private right-of-way, in whole or in part, and are not now located entirely upon existing highway right-of-way or other public property. The estimated costs of right-of-way, preliminary engineering, labor, equipment, materials issued, materials returned, overhead and other items, as well as any credits which may be due the City for Company elected betterments, salvaged materials and extended service life (where applicable) are listed in detail on Exhibit B – WESTAR Line 138.22A. The Company has not included in Exhibit B – WESTAR Line 138.22A and shall not charge the City for any expense incurred in relocating those parts of the Company's facilities located on existing highway right-of-way or other public property. Exhibit B – WESTAR Line 138.22A is attached to and incorporated into this Agreement.

3. This Agreement is subject to and the Parties agree to comply with 23 C.F.R. Part 645 Subpart A ("Utility Relocations, Adjustments, and Reimbursement") (23 C.F.R. 645.101 *et seq.*), 23 C.F.R. Part 645 Subpart B ("Accommodation of Utilities") (23 C.F.R. 645.201 *et seq.*), and the current Kansas Department of Transportation Utility Accommodation Policy (UAP). The UAP is incorporated by reference into this Agreement.

4. The City grants the Company the right to locate and maintain its facilities upon highway right-of-way as shown on said Exhibit A – WESTAR Line 138.22A.

5. If future road work requires any changes to or relocations of Company's facilities, previously located on private right(s)-of-way but now located upon highway right-of-way as shown on Exhibit A – WESTAR Line 138.22A, the City will pay the cost of such changes or relocations.

6. The Company's easement rights or other interests in the property included in the proposed highway right-of-way as shown on Exhibit A – WESTAR Line 138.22A are subordinate to the City's right and privilege to use the highway right-of-way without restriction or limitation as long as the City is using

such right-of-way for public highway purposes. The City's rights extend to all air rights, surface rights, and below-surface rights appropriate for the construction, operation, and maintenance of the highway. Providing the Company does not interfere with highway construction, operation, and maintenance, the Company may maintain its relocated or altered facilities; construct additional facilities under, over, through, and across the property if the Company's easement allows such construction; or perform any other act the Company's easement allows. In exercising its rights, the Company shall conform to all federal and state law, statutes, and regulations.

7. Company certifies and has provided evidence showing the Company has right of occupancy on private right-of-way by holding the fee, an easement, or other property interest. Company certifies that no deed, easement, agreement, or other document granting Company's existing right of occupancy on the private right-of-way requires Company to relocate its facilities for public purposes at Company's own expense.

8. City certifies that payment for the utility relocation does not violate Kansas law or any existing contract between the Company and the City.

9. Company shall notify the City of Wichita's City Engineer at Wichita, Kansas by phone Shawn Mellies, (316)268-4632, five days in advance of the time it expects to start work under this Agreement.

10. The Company shall notify City of Wichita's City Engineer in charge of said project when beginning, discontinuing, resuming, and upon completing the work.

11. The method of computing the actual relocation costs shall be:

Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by 23 C.F.R. 645 Subpart A.

12. Company shall keep a detailed and accurate account of all labor, materials, supplies, incidentals, and all other costs involved in performing the work for three years after the date the Company receives final payment. City Engineer in charge of said project or any authorized agent of City or the Federal Highway Administration (FHWA) shall have access at all times to such records.

13. Upon completion of the work in accordance with said plans and estimates and upon receipt of a detailed final statement of cost prepared in accordance with the 23 C.F.R. 645 Subpart A, the City will reimburse the Company for 95% of the total amount of final billing pending final audit. Upon completion of final audit, the City will reimburse the Company for the total amount of the final billing found eligible for payment by audit by the City and/or FHWA. It is fully understood by and between the parties hereto that the required work in connection with the Company's facilities may be directly related to a City of Wichita road project providing for Federal reimbursement of a percentage of the cost. It is further agreed and understood that the Company will reimburse the City, on demand, any sums disallowed to the City by the Federal Highway Administration, for non-compliance by the Company with the terms and conditions set out in the 23 C.F.R. 645 Subpart A, hereinbefore referred to. Local governmental units and Indian Tribal governments shall comply with OMB A-128.

14. At Company's request, the City will reimburse the Company for 95% of the cost reflected on monthly progress statements for partially completed work. However, the Company shall submit no monthly progress statement with an amount earned of less than \$50,000. The Company shall submit supporting statements with the Company's request for such intermediate progress payments.

After the Company completes the work according to the utility plans and after the City receives a detailed final cost statement that complies with 23 C.F.R. 645 Subpart A, the City will reimburse the Company for 95% of the total amount of final billing less intermediate progress payments, pending final audit. Upon completing the final audit, the City will reimburse the Company the total amount of the final billing that City and/or FHWA find eligible for payment by audit less intermediate progress payments.

The work required in this Agreement is being funded in whole or in part with federal funds. The Company will reimburse the City any sums disallowed under 23 C.F.R. Part 645 or under 48 C.F.R. Part 31 ("Contract Cost Principles and Procedures") (48 C.F.R. 31.000 *et seq.*). Sums disallowed include expenses paid for relocating the Company's facilities from existing highway right-of-way or other public property to the proposed highway right-of-way and expenses paid when the Company had an existing obligation to relocate at its own expense, among others. Local governmental units and Indian Tribal governments shall comply with OMB A-128.

15. To be eligible for reimbursement, changes in the original scope of work or additional adjustments not covered in Paragraph 17 of this Agreement shall be submitted on a supplemental agreement (or change order) and approved by the Company and the City before the Company makes such changes or adjustments.

16. Additional costs or revision in ratio or participation resulting from changes or adjustments under Paragraph 15 will become effective with submission of a final change order prior to or concurrent with final billing. Approval of such change order and/or ratio of participation will place the billing in line for audit and payment.

17. A. Description of work to be performed:

Relocate electric transmission line and appurtenances thereto located adjacent to W 135th street to clear the proposed highway construction as shown on Exhibits A and B.

B. Method of accomplishing work shall be by The Company.

C. Estimated total cost of work to be accomplished is \$1,194,756.

D. The percentage of total actual costs of completed work to be borne by the City is 100 %. Salvage value to be credited to project.

E. Time for Completion of Work: 180 days after receipt of Authorization to Proceed from the City, unless extended for unusually severe weather. Unusually severe weather is adverse weather that at the time of year in which it occurred is abnormal for the place in which it occurred.

F. The Company or the Company's contractor will furnish and erect the required traffic control signing and devices according to the attached Exhibits and the "Manual of Uniform Traffic Control Devices".

G. Special Provisions:

"All backfill within the highway right-of-way limits is to be compacted to a density equal to or greater than the density of the surrounding soil."

18. The Company shall maintain and pay all expenses necessary to maintain the Company's facilities located within the right-of-way of Project No. 472-84840. The Company shall take necessary and reasonable safety measures to protect the traveling public.

If the Company's maintenance obligation requires work within the highway right-of-way, the Company shall first obtain a written work permit from the proper authority. This permit shall contain reasonable regulations relating to such maintenance.

The Company may open and disturb the surface of the highway right-of-way without a work permit if an emergency exists that endangers the public's safety and requires immediate preventive action or repair. Immediately upon discovering the emergency, the Company shall notify the Kansas Highway Patrol, the KDOT Bureau of Construction and Maintenance, and the City of Wichita. The Company shall request a work permit from the proper authority no later than the second working day following the emergency.

The Company shall not service its facilities from the highway, highway shoulder, or highway ramps. Exception: if an emergency exists that makes other ingress and egress temporarily impossible, the Company may use the surfaced area of the highway right-of-way to approach the distressed lines or facilities and the Company may use the surfaced shoulder for temporary parking.

19. The Company agrees to hold the City and the City's authorized representatives harmless from and indemnify the City for all claims, suits, damages (whether property damages, personal injury damages, or economic damages) and costs (reasonable attorney's fees and defense costs) resulting from the Company's failure to comply with its contract obligations under this Agreement, resulting from the Company's negligent acts, errors, or omissions in relocating its facilities as provided in Paragraph 17, or all of the above. The Company's liability for personal injuries and property damage shall not exceed the liability limits in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.* The Company shall have no obligation to hold the City or the City's authorized representatives harmless from and indemnify these persons for the City's or the City's representatives' own negligence.

20. The City agrees to hold the Company and the Company's authorized representatives harmless from and indemnify the Company for all claims, suits, damages (whether property damages, personal injury damages, or economic damages) and costs (reasonable attorney's fees and defense costs) resulting from the City's failure to comply with its contract obligations under this Agreement. The City's liability for personal injuries and property damage shall not exceed the liability limits in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.* The City shall have no obligation to hold the Company or the Company's authorized representatives harmless from and indemnify these persons for the Company's or the Company's representatives' own negligence.

21. Kansas law governs this Agreement.

22. Kansas law (K.S.A. 46-239(c)) requires this agency to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. Consequently, please indicate below if this contract is being entered into with a legislator or a firm in which a legislator is a member.

_____ Yes, this contract is with a legislator or a firm in which a legislator is a member.

That legislator is: _____

Business Phone _____

Address (Street, City, State, Zip Code)

☒ No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

23. This Agreement creates no third party beneficiaries and authorizes no third party to maintain a suit for damages under this Agreement as a third party beneficiary or in any other capacity.

24. This Agreement binds the Parties and the Parties' successors and assigns.

25. In signing this Agreement, the Parties and the individual person signing represent that the person signing has the authority and capacity to execute and legally bind the respective entity to this Agreement.

Executed by the COMPANY this

Executed by the CITY this

8 day of 3 2013

_____ day of _____ 2013

COMPANY: WESTAR ENERGY, INC.

CITY OF WICHITA

BY: Kelly B. Bann

TITLE: VP Transmission

Carl Brewer
MAYOR, City of Wichita

ATTEST:

ATTEST:

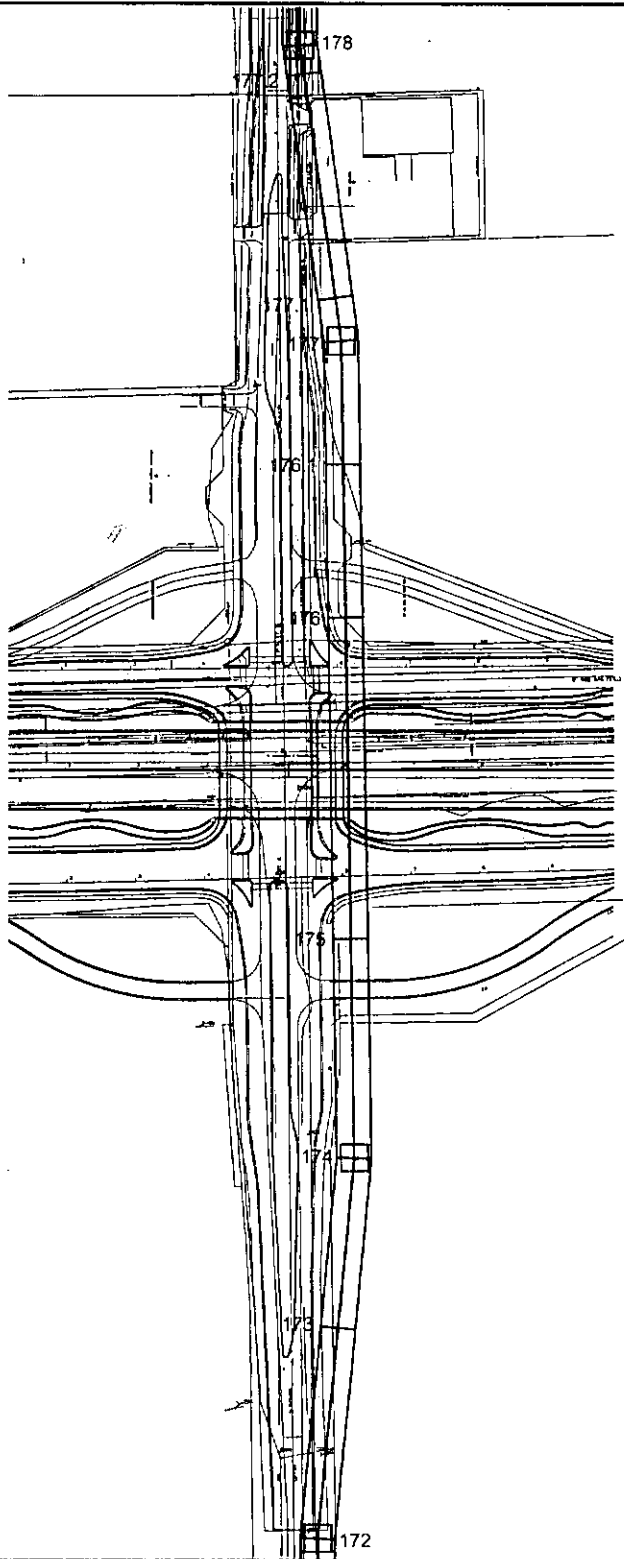
BY: James J. Bunk

BY: _____

FEIN # 48-0290150

Send checks to: WESTAR ENERGY, INC.
Attn. Revenue Accounting
P.O. Box 889
Topeka, KS 66601

Dwn by JDS Date Appd. By Date Used on WR#

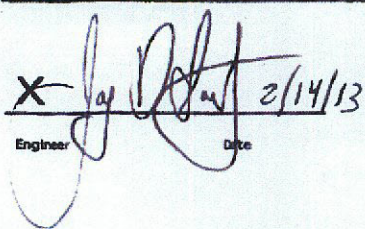


REV.	DESCRIPTION	DATE	BY

DRN BY: J. SWEET	CHK BY:	APPD. BY:
DATE: 2/14/13	SCALE: NTS	W.R. NO: A77842

TITLE Line 138.22A Cowskin to Centennial- 135th/Kellogg			DWG. NO. EXHIBIT A
SHEET NO. 1 OF 1	REV. 1		

ESTIMATE					
Phase:	Construction	Date:	2/14/2013		
Name:	13822A Cowden-Centennial City of Wichita	NTC #			
SI #	05816 A77842	PD #			
WH #		LD #			
Terrain:	Urban	Conductor:	1192.5 Bunting		
Miles:	0.50	Shield Wre:	64mm		
Circuiting:	Single	Configuration:	Single Steel Pole		
Notes: Relocate poles for the City of Wichita for Kellogg crossing					
MATERIAL					
Single Pole Steel RA	4		\$30,000	\$120,000	
Single Pole Steel Tangent	2		\$20,000	\$40,000	
	0		\$0	\$0	
	0		\$0	\$0	
	0		\$0	\$0	
		Total		\$160,000	
Additional Purchases					
	0		\$0	\$0	
	0		\$0	\$0	
	0		\$0	\$0	
	0		\$0	\$0	
	0		\$0	\$0	
		Total		\$0	
Wood					
Single Pole Wood Tangent	1		\$5,000	\$5,000	
	0		\$0	\$0	
	0		\$0	\$0	
	0		\$0	\$0	
	0		\$0	\$0	
		Total		\$5,000	
Conductor					
1192.5 Bunting	0.50	3	\$14,163	\$21,269	
				\$0	
				\$0	
				\$0	
		Total		\$21,269	
Shield Wre					
64mm	0.50	1	\$10,560	\$5,280	
				\$0	
				\$0	
				\$0	
		Total		\$5,280	
Hardware					
Single Conductor				\$75,000	
				\$0	
				\$0	
				\$0	
		Total		\$75,000	
				Total Purchase Material	\$160,000
				Total Store Material	\$106,568
				20% Store Loadings	\$21,314
				TOTAL MATERIAL	\$287,882
LABOR					
Vegetation					
Clearing	0.50		\$0	\$10,000	
SWPPP	0.50		\$0	\$0	
		Total		\$10,000	
Engineering					
Survey				\$5,000	
Udler				\$0	
Soil Boring				\$10,000	
Consulting				\$0	
WAM				\$0	
		Total		\$15,000	
Construction					
Foundations	4		\$50,000	\$200,000	
Construction	0.50			\$225,000	
				\$0	
Distribution	0.00		\$0	\$0	
		Total		\$425,000	
Sawmilling					
Single Wood Pole	0.50		\$50,000	\$30,000	
				\$0	
				\$0	
		Total		\$30,000	
Real Estate Services					
ROW Easements	0.50		\$50,508	\$30,303	
Damages				\$15,000	
Labor				\$6,000	
Property Settlement				\$65,000	
		Total		\$116,303	
				TOTAL LABOR	\$596,303
Outages					
		Total		\$0	
Contingency					
Rate	15%			\$132,628	
				SUBTOTAL	\$1,016,814
GL ACCOUNT					
LOADINGS	12%			\$122,018	
AFUDC	6.5%			\$56,825	
		Total		\$177,842	
TOTAL ESTIMATED COST					\$1,194,756

X  2/14/13
Engineer Date

X _____
Manager, Transmission Engineering Date

City of Wichita
City Council Meeting
April 2, 2013

TO: Mayor and City Council

SUBJECT: Kellogg, 135th Street West to 151st Street West, Electric Power Line Relocation Agreement (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: The proposed improvement of West Kellogg to a six-lane freeway between 135th Street West and 151st Street West requires the relocation of an electric power line owned by Westar Energy. Historically the City has paid the difference in cost for the power lines along the Kellogg corridor to be placed underground during the relocation process. An agreement with Westar has been prepared authorizing the work and establishing the basis for reimbursement by the City.

Analysis: The proposed agreement provides for underground installation of the electric power line, allowing construction of frontage roads from 135th Street West to 151st Street West.

Financial Considerations: The estimated relocation cost is \$853,789. Payment is on a cost reimbursable basis and funding is available in the existing approved budget. The funding source is Local Sales Tax. The agreement provides that both parties will agree to any additional cost beyond this estimate, if needed, prior to final payment.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Agreement.

Electric Line Modification/Relocation Agreement

WESTAR ENERGY, INC., a Kansas corporation hereinafter referred to as "WEI", hereby agrees with the City of Wichita hereinafter referred to as "CUSTOMER", that WEI will provide the labor, equipment, materials and supplies to modify or relocate the electric power line on the property herein described, according to the terms and conditions set forth below.

1. The parties agree that the line modification/relocation is necessary to improve the following described real property, so the property will be suitable for the intended use by the CUSTOMER:

Relocate primary electric lines on West Kellogg between 135th and 151st West..

2. CUSTOMER will be liable for the final cost of the line modification/relocation. The final cost will be based on the actual labor, equipment, supplies, materials and property acquisitions (such as easements or rights of way), needed to modify or relocate the line in accordance with standard industry practice and in order for the line to comply with WEI standards and the NESC. The cost of the line modification/relocation (excluding property acquisition costs) will be \$853,789.00. The cost and conditions relating to property acquisition if applicable, shall be attached and incorporated to this agreement and labeled "Appendix A."
3. In the event that the actual costs incurred in performing the projects exceeds the costs specified in the cost breakdown, City will be responsible for its proportionate share of the actual costs of construction incurred.
4. As soon as practical after completion of the line modification/relocation and accumulation of all charges, WEI shall send to CUSTOMER a statement of the costs, and, if actual costs exceed the costs stated in the cost breakdown, a detailed list of all actual costs and charges and CUSTOMER agrees to pay its proportionate share of the additional costs.
5. CUSTOMER will pay in full after completion of the line modification/relocation.
6. Provided the foregoing conditions have been met, WEI will begin work on the line on or before 02/19/13, and will have the modification or relocation completed on or before 05/31/13. However, WEI may adjust or extend this work schedule as weather conditions require.
7. When the line modification or relocation is complete, WEI will submit to CUSTOMER an invoice for the final modification/relocation costs. CUSTOMER will then have 30 days from receipt of the invoice to pay WEI the amount due.
8. The Kansas Overhead Power Line Accident Prevention Act, K.S.A. 66-1709 *et seq.*, prohibits certain activity which is likely to place people, machinery or equipment within 10 feet of an overhead power line. Both prior to and after completion of the line modification/relocation, CUSTOMER will be responsible for limiting or prohibiting any work or activity on the above-described property, which activity is likely to violate the Overhead Power Line Act or to otherwise risk bodily injury or damage. CUSTOMER agrees to indemnify, hold harmless and defend WEI for any claims arising from CUSTOMER'S duties described in this paragraph.

Executed this day of , 2013

WESTAR ENERGY, INC.

City of Wichita
("CUSTOMER")

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

RA#5823/WR#000307

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF,
DIRECTOR OF LAW

Cost Breakdown

Total cost of job	\$1,034,649.00
Less overhead differential	\$135,571.00
Less Removal	\$41,529.00
Less one temporary OH span to signs	\$3,760.00
Cost to city	\$853,789.00

City of Wichita
City Council Meeting
April 2, 2013

TO: Mayor and City Council

SUBJECT: Supplemental Agreement No. 2 for Kellogg and Webb Sanitary Sewer Relocation (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 2.

Background: On February 5, 2013, the City Council approved the relocation of existing sanitary sewer facilities on Kellogg between Cypress and Greenwich, for reconstruction of the Kellogg and Webb interchange. The relocation is required to resolve all conflicts with the proposed interchange improvements. The original sanitary sewer relocation plans were completed in 2005 in an effort to relocate utilities in advance of the proposed interchange reconstruction project. Project plans were modified in 2006 due to a revised private property easement, which resulted in a considerable alignment change. Supplemental Agreement No. 1, in the amount of \$11,480, was approved by the City Council on July 11, 2006, authorizing this revision. Due to the uncertainty of the final configuration of the Kellogg/Webb/Kansas Turnpike interchange, including which properties needed to be served, the project was not constructed. Now that the Kellogg and Webb design has been approved, the sanitary sewer plans must be updated.

Analysis: To update the plans and prepare the project for bidding, drawings, plan sheets, tract maps, legal descriptions, design surveys, and other specific information, including quantities; must be updated to reflect the current state of the improvement area. Supplemental Agreement No. 2 has been prepared to authorize the additional work.

Design needs may require the acquisition and/or granting of easements, the signing of utility relocation agreements and/or compensation for the same, and the signing of required permits and/or compensation for the same.

Financial Considerations: The cost of the additional work is \$24,712, with funding available in the approved sanitary sewer relocation budget.

Legal Considerations: The Law Department has approved Supplemental Agreement No. 2 as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures. Design needs may require the acquisition and/or granting of easements, the signing of utility relocation agreements and/or compensation for the same, and the signing of required permits and/or compensation for the same.

Attachments: Supplemental Agreement No. 2.

SUPPLEMENTAL AGREEMENT NO. 2

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED OCTOBER 3, 2000

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

“CITY”

AND

MKEC ENGINEERING CONSULTANTS, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

“ENGINEER”

WITNESSETH:

WHEREAS, there now exists a Contract (dated October 3, 2000) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to the **EAST KELLOGG SANITARY SEWER MODIFICATION** (Project No. 468 83152).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein).

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the “PROJECT” as stated on page 1 of the above referenced agreement and in Supplemental Agreement No. 1 and 2 is hereby amended to include the following:

Design the relocation of approximately 3,300 lineal feet of 8” sanitary sewer line which currently conflicts with proposed improvements associated with the expansion of the east Kellogg Expressway (see attached for further details)

B. PAYMENT PROVISIONS

The fee in Section IV.A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the additional professional services as outlined in this supplemental agreement will increase the total contract by **\$24,712.23.**

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2013.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2013.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANTS, INC.

Jay Anglemeyer, P.E., Project Manager

ATTEST:

Cynthia A. Womack, Admin. Asst

**City of Wichita
City Council Meeting
April 2, 2013**

TO: Mayor and City Council

SUBJECT: Change Order No. 1 for Floodway Crossing Phase II (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the Change Order No. 1.

Background: On September 18, 2012, the City Council approved the construction budget for Phases II and III of the Wichita-Valley Center Floodway Crossing. Phase II is the realignment of Hoover Road from 9th to 13th Streets North, and Phase III will be construction of a bridge over the floodway, as well as entrance and exit ramps from I-235 to 13th Street.

Analysis: To minimize future service disruptions and to provide a looped, redundant feed for the neighborhood, it is proposed that the new water main extending north of Robinson be connected to the existing line in Robinson, which currently terminates east of Hoover. This will connect two dead end mains at a cost well below that if done by a separate project. A change order has been prepared to authorize the additional work.

Financial Considerations: The cost of the additional work is \$10,600, bringing the total contract amount to \$719,085. This change order represents 1.49% of the original contract amount and is within the 25% limit set by City Council policy. Water Utility funding is available in the approved construction budget.

Legal Considerations: The Law Department has approved Change Order No. 1 as to form.

Recommendation/Action: It is recommended that the City Council approve Change Order No. 1 and authorize the necessary signatures.

Attachments: Change Order No. 1.



PUBLIC WORKS-ENGINEERING

March 4, 2013

CHANGE ORDER**To:** Dondlinger & Sons Construction Co., Inc.**Project:** Floodway Crossing-Phase II, Hoover 9th to 13th**Change Order No.:** 1**Project No.:** 472-84817**Purchase Order No.:** 340128**OCA No.:** 770005 / **636255****CHARGE TO OCA No.:** 636255**PPN:** 400705 / **771642****Please perform the following extra work at a cost not to exceed \$10,600.00****Additional Work:** Extend 8" water main

Reason for Additional Work: Contractor will extend 8" water main on Robinson Street between Curtis and Hoover to minimize future service disruption by connecting two dead end water mains. Completing this work now will also save on pavement replacement that would otherwise be required if the extension is constructed at a later time.

Line #	Item	Negotiated/		Qty	Unit Price	Extension
		Bid				
	8" WL Pipe	Negot'd		300	32.00	9,600.00
	8" Valve Assembly	Negot'd		1	1,000.00	1,000.00
TOTAL:						\$10,600.00

CIP Budget Amount: \$27,978,000.00 (770005) Original Contract Amt.: \$708,485.24
\$ 50,000.00 (636255)

Consultant: HNTB

Current CO Amt.: \$10,600.00

Exp. & Encum. To Date: \$28,396.00**Amt. of Previous CO's: \$0.00****Total of All CO's: 10,600.00****CO Amount: \$10,600.00****% of Orig. Contract / 25% Max.: 1.49%****Unencum. Bal. After CO: \$11,004.00****Adjusted Contract Amt.: \$719,085.24****Recommended By:** Steve Degenhardt**Approved:**_____
Greg Baalman, P.E.
Construction Engineer_____
Date_____
Gary Janzen, P.E.
City Engineer_____
Date**Approved:****Approved**_____
Contractor_____
Date_____
Alan King
Director of Public Works & Utilities_____
Date**Approved as to Form:****By Order of the City Council:**_____
Gary Rebenstorf
Director of Law_____
Date_____
Carl Brewer
Mayor_____
Date**Attest:**_____

City Clerk

**City of Wichita
City Council Meeting
April 2, 2013**

TO: Mayor and City Council

SUBJECT: Change Order No. 19 - Douglas Block Parking Garage (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: ~~New Business~~ *Consent*

Recommendation: ~~Waive the City's standard change order policy~~ *Ratify and approve Change Order No. 19.*

Background: On September 13, 2011, the City Council approved a development agreement with Douglas Place, LLC and Slawson Investment Corporation regarding improvements to the Douglas Block properties, an area bordered by Douglas, Topeka, William and Broadway Streets in downtown Wichita. As part of that development agreement, the City has constructed a parking garage on the northwest corner of Topeka and William Streets. Wilson Darnell Mann Architects was the designer of the project and Key Construction was awarded the construction contract following a normal bidding process.

Costs and reasons for all change orders to-date are as follows:

CO No. 1	Exploratory concrete slab removal.	\$4,995	Processed on July 20, 2012.
CO No. 2	Remove buried concrete slabs, building foundations, etc.	\$60,000	Approved by the City Council on March 20, 2012.
CO No. 3	Delete test piles, add pavers, add concrete, change storefront, add exit lights, change gas service line.	\$8,756	Processed on March 14, 2012.
CO No. 4	Additional excavation of unsuitable soil.	\$100,000	Approved by the City Council on March 20, 2012.
CO No. 5	Add 21 auger cast piles.	\$20,211	Approved by the City Council on April 10, 2012.
CO No. 6	Additional concrete footings and pile caps.	\$9,923	Processed on April 12, 2012.
CO No. 7	Add waterproofing, add reinforcing at stair, thicken slab, add curb ramp, add reinforcing in topping slab, make elevator more vandal resistant.	\$24,140	Approved by the City Council on May 8, 2012.
CO No. 8	Add telecommunications room, add conduit to "area of refuge" landings, authorize the City's share of reworking the perimeter sidewalk to the new standard design for the Douglas Block.	\$92,898	Approved by the City Council on August 7, 2012.
CO No. 9	Relocate route for natural gas lines through the garage.	\$3,788	Processed on August 13, 2012.

CO No. 10	Revise storm sewer to get around obstacle and connect existing sanitary sewer from Kansas Health Foundation that was unknown prior to digging	\$3,378	Processed on August 20, 2012.
CO No. 11	Revise design asphalt mix for William Street and add fabric reinforced base, add six exit lights in garage due to visual obstructions	\$6,898	Processed on August 20, 2012.
CO No. 12	Provide air testing of sanitary sewer line. No longer a City service.	\$832	Processed on August 29, 2012.
CO No. 13	Remove unanticipated debris under alleys, delete chain link enclosures.	\$2,312	Processed on September 10, 2012.
CO No. 14	Reduce size of irrigation sleeves under concrete, delete CO No. 9, relocate natural gas lines to new location per Kansas Gas Service requirements, paint walls in garage adjacent to stair towers.	\$3,931	Processed on September 27, 2012.
CO No. 15	Add two-hour fire rated ceiling in commercial space, delete painting of exterior walls, add one pipe bollard, extend completion date 21 days to 12/7/12.	\$8,970	Processed on October 17, 2012.
CO No. 16	Street modifications to coordinate with the resurfacing in a separate project.	\$15,764	Approved by the City Council November 6, 2012.
CO No. 17	Additional electrical equipment and installation serving the elevators in the parking garage.	\$3,296	Processed on November 26, 2012.
CO No. 18	Add, install, and paint pipe bollards to protect the property from vehicle damage.	\$3,268	Processed on December 6, 2012.

Analysis: Delivery of the building screens installed on the upper floors of the parking garage was delayed due to a problem at the manufacturer. This resulted in the need to extend the construction contract substantial completion date from December 7, 2012, to December 31, 2012. The delay did not prevent the garage from opening in conjunction with the Ambassador Hotel. An additional electrical conduit was needed to complete the installation of the automated parking control system. The garage was designed with minimal floor drains to control cost. After the garage was constructed, a drainage problem was discovered on levels two through five that created a potential safety hazard during freezing conditions. To correct this problem, a design was prepared to add a floor drain on each of the floors, a price for the work was negotiated, and a change order was prepared to authorize the additional work. The contractor was aware of the City policy that no additional work can be done until a change order has been approved. However, the contractor chose to complete the work without waiting for proper authorization, citing safety and liability concerns, and the need to get the piping installed before the garage experienced too much vehicular traffic.

Financial Considerations: The cost of the additional work is \$14,766, bringing the total construction cost to \$5,119,727. This change order plus previous change orders, represents 8.20% of the original contract amount and is within the 10% limit set by City Council policy. Funding is available within the existing budget of \$7,570,000.

Legal Considerations: ~~The Law Department has approved the change order as to form. The change order is within the 10% limit set by City Council policy.~~ *The Law Department has approved the change order as to form. The change order is within the percentage and absolute cap established in AR 6.8. Authorization for payment was not obtained prior to the work, but the City has received the expected value of the work, and has an equitable obligation for ratification and approval of payment.*

Recommendation/Action: ~~It is recommended that the City Council waive the City's standard change order policy, approve the change order, and authorize the necessary signatures.~~ *It is recommended that the city Council ratify and approve Change Order No. 19 and authorize the necessary signatures.*

Attachments: Change Order No. 19.



February 12, 2013

PUBLIC WORKS-ENGINEERING

CHANGE ORDER NO. 19

To: Key Construction, Inc.

Project: Douglas Block Parking Garage

Change Order No.: Nineteen (19)

Project No.: 435472

Purchase Order No.: 240032

OCA No.: 50/50 to 792574 & 792575

**CHARGE TO OCA No.: 50% to 792574
50% to 792575**

PPN:

Please perform the following extra work at a cost not to exceed \$14,765.52

Additional Work: (1) Extend the construction contract substantial completion date 24 days, from December 7, 2012 to December 31, 2012. (2) Install a 1" empty rigid conduit from the communications room to the location of the parking payment machine in the north stair tower. (3) Install a 4" round floor drain and associated piping to serve the southwest corner of floors 2, 3, 4 and 5. (4) Install bird spikes on the new drain piping on 4 floors.

Reason for Additional Work: (1) Manufacturing of the building screens that are installed on the upper floors of the east and west sides of the garage ran into problems that delayed their delivery to the project. The delay was discussed when the problem was discovered and verbally approved with the condition that it not delay the opening of the garage to coincide with the opening of the hotel. This was been accomplished. (2) Installation of all conduit for the parking equipment was included in the City's construction contract. The parking system vendor realized the need for one additional conduit while installing the parking system equipment and requested that it be provided for their use. (3) The parking garage was designed with minimal piped storm drainage on the floors to help control cost. An area on the south side of floors 2, 3, 4 and 5 between the south stair and the southwest corner is ponding water in spite of efforts to correct the problem. Although the ponding is very shallow, it covers a large enough area to be a safety hazard during freezing conditions. Installing a floor drain in this area on each of the 4 floors is the only remaining practical solution. (4) Pigeons are a problem in parking garages, and efforts have been made to eliminate all perching opportunities in this garage including the installation of bird spikes where appropriate. Bird spikes need to be added to the new drain lines on floors 2-5.

Item	Negot'd/Bid	Qty	Unit Price	Extension	Price
Extend the construction contract 24 days				No Charge	\$0.00
Install 75 l.f. of 1" conduit	Negotiated			Lump Sum	\$869.00
Paint exposed conduit	Negotiated			Lump Sum	\$45.00
Install 4 - 4" drains & associated piping	Negotiated			\$2,500 each	10,000.00
Seal around 4 drains	Negotiated			Lump Sum	\$180.00
Install bird spikes on new drain piping	Negotiated			Lump Sum	<u>\$1,690.00</u>
Subtotal					\$12,784.00
Key Overhead @ 5%					\$639.20
Key Profit @ 10%					<u>\$1,342.32</u>
Grand Total					\$14,765.52

Douglas Block Parking Garage

Change Order 19

Page 2

CIP Budget Amount:	\$7,570,000.00	Original Contract Amt.: \$4,731,600.00
Consultant: WDM Architects		Current CO Amt.: \$14,765.52
Total Exp. & Encum. To Date: \$7,169,242.72		Amt. of Previous CO's: \$373,361.02
CO Amount: \$14,765.52		Total of All CO's: \$388,126.54
Unencum. Bal. After CO:	\$385,991.76	% of Orig. Contract / 10% Max.: 8.20%
		Adjusted Contract Amt.: \$5,119,726.54

Recommended By:

Approved:

Edward Martin Date
Project Manager

Gary Janzen, P.E. Date
City Engineer

Approved:

Approved:

Scott Casebolt Date
Project Manager, Key Const.

Alan King Date
Director of Public Works & Utilities

Approved as to Form:

Approved by City Council:

Gary Rebenstorf Date
Director of Law

Carl Brewer Date
Mayor

Attest:

City Clerk Date

City of Wichita
City Council Meeting
April 2, 2013

TO: Mayor and City Council

SUBJECT: City of Wichita Employees' Deferred Compensation Plan
Consulting Services Agreement

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the agreement.

Background: The City of Wichita's contract with Great-West for record keeping services for the City of Wichita Employees' Deferred Compensation Plan expired on January 31, 2013. The City Council, at its December 18, 2012 meeting, approved a three-month contract extension that included options to extend the agreement with Great-West for two additional three-month periods, if necessary, to provide sufficient time to hire a consultant, complete a Request for Proposal (RFP) process, select a provider and negotiate a new contract. The Plan currently has 1,874 participants with total Plan assets of \$60.7 million.

Due to the size of the Plan, the complexity of the investment line-up and the services currently offered in the Plan, the Board found it necessary to hire a consultant to assist with the RFP process. The consultant will prepare an RFP for the deferred compensation plan record keeper, assist in the evaluation of proposal responses, oversee the finalist interviews and assist in the transition to a new provider, if necessary. In 2006, a consultant was hired for the same services for a fee of \$50,000. The prior RFP process resulted in enhanced services and significant fee savings to participants.

Analysis: The RFP for these consulting services was issued on November 19, 2012 and was sent directly to seven providers with responses due by December 14, 2012. Five responses were received and two providers were selected as finalists based upon staff analysis and evaluation by the Board. The Board interviewed two firms, Hyas Group, LLC and Innovest Portfolio Solutions, LLC, on March 14, 2013. The interviews were ranked and the Board unanimously selected Hyas Group, LLC as the provider.

Financial Considerations: The cost for these consulting services is \$35,000. All costs associated with the administration of the program are borne by the participants of the program.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendations/Actions: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachment: Consulting Services Agreement with Hyas Group, LLC



CONSULTING SERVICES AGREEMENT

City of Wichita, KS and Hyas Group, LLC

THIS AGREEMENT for consulting services is made by and between the Hyas Group, LLC, an Oregon limited liability company ("Consultant") and the City of Wichita, Kansas ("Client") as of _____, 2013.

WHEREAS, Consultant desires to perform, and Client desires to have Consultant perform, certain general services for the City of Wichita 457 Deferred Compensation Plan ("Plan").

NOW, THEREFORE, In consideration of the mutual covenants and promises set forth below, the parties agree as follows:

Section I - DEFINITIONS:

1.1 Scope of Work - means each document agreed upon by Client and Consultant for specific Services to be performed and the Deliverables to be provided to Client and any other performance requirements mutually agreed to between the parties. The Scope of Work attached as Exhibit A shall be deemed incorporated herein in its entirety by reference.

1.2 Deliverables - means, with respect to the Scope of Work, the items specified in such Scope of Work as deliverables of the Consultant.

1.3 Services - means the services under the Scope of Work, which Consultant shall provide to Client under this Agreement.

1.4 Consultant Work Product - means any and all items and information delivered to Client or its employee(s), or otherwise generated by Consultant or its agent in the course of providing Services under this Agreement, whether in hard copy or electronic form, including all Deliverables, works of authorship, reports, designs, analyses and other supporting material, summaries and recommendations.

SECTION 2 - SERVICES:

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to Client the services described in the Scope of Work attached as Exhibit A – Request for Proposal (RFP) Project Scope of Work in the manner specified therein.

2.1 Term of Services. The term of this Agreement shall begin on the date first noted above and shall end upon completion of all items outlined in the Scope of Work, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8.

2.2 Duties of Consultant. Consultant shall provide the Services and the Consultant Work Product during the term of this Agreement in accordance with the terms and conditions of this Agreement and the Scope of Work. Consultant will provide all resources, facilities, management, labor, expertise, skills, tools and equipment necessary for the performance of its obligations under this Agreement and any Scope of Work. Without limiting the foregoing, Consultant shall: (i) keep Client advised of the progress of the delivery of the Services and the status of the Deliverables; (ii) permit any designated representative of Client periodically to review the work of Consultant personnel performing Services and preparing Deliverables; (iii) perform the Services in a timely manner and



provide the Deliverables in accordance with the Scope of Work; and (iv) keep accurate records of work performed, evidence of which Consultant shall provide to Client upon Client's request.

2.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement and the duties and responsibilities under this Agreement shall not be subcontracted to any other person or entity, in whole or in part, without Client's prior written approval. In the event that Client, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from Client of such desire of Client, reassign such person or persons.

2.4 Changes to Scope of Work. Client may at any time by written notice make changes within the general reach of any Scope of Work, and if agreed in writing by Consultant, the Consultant shall proceed without delay to perform the Scope of Work as changed. However, should any change to a Scope of Work result in a material change to the performance, schedule or cost of the Scope of Work, Client and the Consultant shall enter into an amendment of the Scope of Work signed by both parties before providing Services, Deliverables and or Company Work Product to Client.

SECTION 3 - COMPENSATION:

3.1 Request for Proposal (RFP) Project. Subject to the maximum sums hereafter provided, the Consultant will be compensated upon satisfactory completion of the prescribed items in the RFP Project Scope of Work. Client shall not withhold federal and state payroll taxes, or other authorized deductions from payments to the Consultant. The maximum amount of compensation is \$35,000 and is inclusive of all expenses related to the Scope of Work. No claims for additional compensation, whether for additional work or otherwise, shall be allowed unless such additional compensation and work, if applicable, is authorized by the Client in writing. The Client shall make a total of two (2) payments and such payments shall be Consultant's sole compensation for its rendering of the Services and preparation and delivery of the Consultant Work Product. The first payment will be \$17,000 and will be made at the commencement of this engagement, and the second payment will be \$18,000 and will be made upon the satisfactory completion of the project. Consultant shall invoice Client at the address listed in this agreement for the Services, Deliverables or Company Work Product and shall be paid net thirty (30) days from date of an accurate invoice or receipt of Services, Deliverables or Company Work Product, whichever occurs later.

SECTION 4 - CONSULTANT'S REPRESENTATIONS, WARRANTIES, AND COVENANTS.

Consultant represents, warrants and covenants as follows:

4.1 Compliance with applicable law. Throughout the term of this Agreement, Consultant, its employees and authorized agent(s): (i) shall comply with all applicable state and local laws, regulations, rules, and federal orders respecting the performance by Consultant of its duties and responsibilities under this Agreement; and (ii) shall obtain and maintain all licenses, permits and approvals required by any federal, state or local licensing, regulatory, or other agency or authority for performance of the work required by this Agreement or the Scope of Work.

4.2 Use of qualified personnel. Consultant will use qualified individuals with suitable training, experience, capabilities, skill and licenses to perform its obligations under this Agreement.

4.3 Quality of Work. Consultant will perform this Agreement and any Scope of Work hereunder in a manner consistent with industry standards reasonably applied to the performance of such work. The Services and Consultant Work Product provided hereunder shall (i) be of good and marketable quality; (ii) be free from all



defects in design, materials, workmanship, performance and title; and (iii) meet the applicable specifications, samples, descriptions and requirements specified in the Scope of Work and this Agreement.

SECTION 5 - INSURANCE:

5.1 General Liability. Consultant will hold at least \$1,000,000 combined single limit per occurrence coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least \$2,000,000. If general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required per occurrence limit. The Consultant's insurance carrier shall notify Client if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

5.2 Automobile Liability. Consultant will hold at least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages.

5.3 Professional Liability. Consultant will hold professional liability insurance covering professional services in an amount of at least \$1,000,000 per occurrence or \$1,000,000 on a "claims made" basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

5.4 Verification of Coverage. Consultant shall furnish the Client with certificates of insurance and original endorsements affecting coverage required by this clause. All certificates of insurance endorsements are to be received and approved by the Client before work under the contract has begun. The Client reserves the right to require complete, certified copies of all insurance policies required by this contract. Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to Client written notice thirty (30) days before any of the insurance policies described herein are cancelled. Consultant agrees to notify Client with thirty (30) days of any notice from an insuring agency that cancels, suspends, or reduces coverage or policy limits the insurance coverages described herein.

SECTION 6 - STATUS OF CONSULTANT:

6.1 Independent Contractor. Client and Consultant are independent contractors and have no power or authority to bind the other or to create any obligation or responsibility on behalf of the other. Under no circumstances shall any employee of one party be deemed to be the employee of the other for any purpose. Nothing herein shall be construed as implying a joint venture, agency, employer-employee or partnership relationship between the parties hereto. Consultant is solely responsible for all of its own taxes, withholdings, and other similar statutory obligations related to this Agreement and the Scope of Work.

SECTION 7 - LEGAL:

7.1 Governing Law. This Agreement will be governed and interpreted in accordance with the laws of the State of Kansas (without regard to its conflict-of-law provisions) and applicable federal law.

7.2 Non-Discrimination/Affirmative Action Requirements. During the term of this Agreement, the Consultant shall comply with the Revised Non-Discrimination-Equal Opportunity/Affirmative Program Requirements attached as Exhibit B.

7.3 Force Majeure. Neither party shall be liable for any delay or failure in performance due to acts of God, earthquake, flood, riots, fire, epidemics, war or terrorism. Each party shall immediately notify the other party of



the occurrence of such an event affecting such party and shall use all reasonable efforts to recommence performance as soon as possible. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

7.4 Legal Proceedings. Consultant will have no obligation to render advice or take any action with respect to securities or other investments, or the issuers thereof, which become subject to any legal proceedings, including bankruptcies.

7.5 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer on any person, other than the parties to this Agreement and the Client's Plan Advisory Committee, any right, remedy, or claim under or with respect to this Agreement.

7.6 Notices. All notices and other communications under this Agreement must be in writing and shall be deemed to have been given if delivered personally, sent by facsimile (with confirmation), mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the parties to the addresses or facsimile numbers below each party's signature, below (or at such other address or facsimile number as a party may designate by like notice to the other party. Any notice or other communication shall be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the 3rd business day after the date of deposit in the United States mail, or (c) on the date of confirmed delivery by facsimile or overnight delivery service.

SECTION 8 - TERMINATION, MODIFICATION AND EXTENSION:

8.1 Termination. Client may terminate this Agreement at any time, with or without cause, by giving thirty (30) days written notice to Consultant. In the event of a termination under this subsection, Consultant shall immediately cease work on the terminated matter(s), performing only efforts reasonably necessary to wind down and preserve work that has been performed. In the event of a termination of this Agreement for any reason, Consultant shall be obligated to deliver, and Client will be obligated to pay Consultant for, only Services and Consultant Work Product actually performed or prepared by Company prior to the date of termination, and delivered to and accepted by Client within a reasonable time after the effective date of termination. Client, however, may condition payment of such compensation upon Consultant delivering to Client any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or Client in connection with this Agreement.

In addition, you have the right to terminate this Agreement without any penalty within five business days of signing it, and you will receive a full refund of all fees you have paid us.

8.2 Transition. Consultant shall, if requested by Client take all reasonable steps to achieve an orderly transition upon termination and provide reasonable training for Client or third party personnel.

8.3 Contract Extension. The parties may extend this Agreement for additional terms upon mutual agreement.

8.4 Amendments. The parties may amend this Agreement upon mutual written agreement.

SECTION 9 - GENERAL:

9.1 Proxy Voting. We do not exercise proxy voting authority over client securities. The obligation to vote client proxies at all time rests with you. However, you are not precluded from contacting us for advice or information



about a particular proxy vote. However, we will not be deemed to have proxy voting authority as a result of providing such advice to you.

Should we inadvertently receive proxy information for a security held in the Plan's account, we will immediately forward such information to you, but we will not take any further action with respect to the voting of such proxy. Upon termination of this Agreement, we will make a good faith and reasonable attempt to forward proxy information inadvertently received by us on your behalf to the forwarding address you provide to us.

9.2 Risk. Client recognizes that there may be loss or depreciation of the value of any investment due to the fluctuation of market values. You represent that no party to this Agreement has made any guarantee, either oral or written, that the Plan's investment objectives will be achieved. We will not be liable for any error in judgment and/or for any investment losses in the absence of malfeasance, negligence or violation of applicable law. Nothing in this Agreement will constitute a waiver or limitation of any rights, which you may have under applicable state or federal law, including without limitation state and federal securities laws.

9.3 Confidentiality. In connection with the performance of our services under this Agreement, we will hold any confidential information received from you in strict confidence. We will not disclose such information to any third party, except in compliance with our privacy policy, as necessary to perform our services on your behalf, or as required by law. You also agree that you will respect the proprietary nature of our work product, and only disclose our advice, reports and recommendations to others in a manner consistent with the intended purposes of our engagement, or as required by law.

9.4 No Waiver. No waiver of rights under this Agreement or the Scope of Work hereunder by either party shall constitute a subsequent waiver of this or any other right under this Agreement.

9.5 Assignment. Neither this Agreement nor any rights under this Agreement (nor any Scope of Work hereunder), other than monies due or to become due, shall be assigned or otherwise transferred by Consultant (by operation of law or otherwise) without the prior written consent of Client.

9.6 Severability. In the event that any of the terms of this Agreement or any Scope of Work hereunder or the performance of any obligation by either party thereunder becomes or is declared to be illegal by any court of competent jurisdiction or other governmental body, such term(s) shall be null and void and shall be deemed deleted from this Agreement or the Scope of Work. All remaining terms of this Agreement shall remain in full force and effect.

9.7 Entire Agreement. This Agreement and the Scope of Work expressly incorporated herein, are the complete agreement between the parties hereto concerning the subject matter of this Agreement and replace any prior oral or written communications (including invoices) between the parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. This Agreement may only be modified by a written document executed by authorized representatives of the parties hereto.

9.8 Acknowledgement of Receipt of Part 2 Form ADV. Client acknowledges that it has received and has had an opportunity to read Consultant's firm brochure (Form ADV, Part 2A) and applicable brochure supplements (Form ADV, Part 2B) prior to, or at the time of, entering into this Agreement.

9.9 Acknowledgement of Receipt of Privacy Notice. Client acknowledges that it has received and has had an opportunity to read Consultant's privacy notice prior to, or at the time of, entering into this Agreement.



City of Wichita, KS

Hyas Group, LLC

X: _____

X: _____

Name:

Name:

Title:

Title:

Date:

Date:

Address:

455 N Main Street – 12th Floor
Wichita, Kansas 67202

Address:

108 NW 9th Avenue Suite 203
Portland, Oregon 97209

APPROVED AS TO FORM:

By: *Dary Rebenstoy, Esq.*
City Attorney



Exhibit A

Request for Proposal (RFP) Project Scope of Work

PHASE 1 – RFP PROJECT INITIATION

- 1) Initial planning and needs assessment
 - Discuss and finalize goals and objectives
 - Establish formal timeline
 - Identify roles and responsibilities
- 2) Board training and education as needed
 - Review of 457(b) regulations as needed
 - Training on plan fee and revenue structures
 - Industry Update: Modern services, features, design of 457 Plans
- 3) Data gathering and present program analysis
 - Draft existing vendor data request and send to appropriate contacts
 - Collect data and distill important information
 - Prepare benchmark report for Board
 - Conduct Plan design and RFP planning meeting

PHASE 2 – RFP RELEASE AND ANALYSIS

- 4) RFP finalization and release
 - Draft RFP to Board specifications
 - Finalize RFP with Board
 - Release RFP to provider community and publish as required
 - Collect and answer provider questions regarding the RFP
- 5) Collect and analyze RFP responses
 - Collect all RFP responses and related materials
 - Organize information and begin RFP analysis
 - Finalize RFP analysis report and send to the City
 - Meet with Board to review analysis and make recommendations
 - Schedule interviews with providers if necessary
- 6) Provider interview sessions (if required)
 - Notify selected providers of interview requirements and evaluation criteria
 - Provide Board with interview format and evaluation criteria
 - Facilitate interview sessions by tracking time, providing instructions and direction to all parties



- Provide recommendations and post interview analysis
- Assist in arriving at final Plan decision

PHASE 3 – IMPLEMENTATION

- 7) Final negotiations and contract preparation
 - Contact provider(s) to finalize any interview and/or offer specifics
 - Notify successful provider of the City's intent to award
 - Work with provider and the City to finalize contract language
 - Prepare investment option evaluation and recommendation report
 - Meet with Board to finalize any changes to the investment menu
- 8) Investment Policy Statement Revision
 - Assess changes to investment performance monitoring criteria and benchmarking
 - Finalize any changes to Investment Policy Statement asset class definitions
 - Select appropriate benchmarks and indexes for performance monitoring as required
 - Board adoption of finalized, amended Investment Policy Statement
- 9) Transition planning and assistance
 - Coordinate the communication between the City, recordkeeper and custodian
 - Review all participant communication materials
 - Evaluate investment mapping and investment related materials
 - Monitor timeline and task completion

Exhibit B

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole

or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita
City Council Meeting
April 2, 2013

TO: Mayor and City Council

SUBJECT: Partial Loan Forgiveness Request, Home Repair Program
(District I)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the partial loan forgiveness request, with one-half of proceeds from an approved sale to be paid to the City, and authorize the necessary signatures.

Background: The Housing and Community Services Department provides loans for home repair and/or rehabilitation assistance through the Home Repair program. In most cases, the loans are zero-interest with payments deferred. Loans can be provided for as little as \$500 for emergency assistance needs and for as much as \$35,000 for whole-house rehabilitation. The current program design was implemented in 2006, and provides for forgiveness of smaller Emergency Assistance and Minor Home Repair loans after a period of five years. Larger loans provided for whole-house rehabilitation are partially forgiven after a period of five years.

Analysis: Between October 11, 1994 and November 12, 1997, deferred payment loans in the amount of \$21,500 were extended to Juanita Potts and her son, Terry Potts, for general rehabilitation and repair of a single-family home located at 1511 N. Volutsia. The loans are secured by mortgages on the property and include no forgiveness provisions. Ms. Potts is now deceased and her daughter, Carolyn Potts-Smith has become the owner. Her brother, Terry Potts currently resides in the property, but is unable to maintain it due to his poor health. Ms. Smith, who lives out of state, has advanced funds to pay taxes and to maintain insurance on the home, but would now like to sell it. She has requested that the City forgive its loans on the property, so that she can partially recover some of these advances and assist her brother with expenses related to his medical care and relocation.

According to the Sedgwick County Appraiser, the value of the home is \$31,480 and is designated to be in “Average” condition. An inspector from the Housing and Community Services Department’s Home Improvement Program recently inspected the home and found several deficiencies related to deferred maintenance and possibly vandalism, including broken windows, drywall damage, broken fixtures, concrete floor and driveway settlement resulting in trip hazards, a non-functioning electrical system in the kitchen, plumbing issues resulting in low water pressure in the kitchen, worn flooring, and a dilapidated storage shed. It appears that minimal improvements have been made to the structure since the City loans were extended. The property is surrounded by vacant houses and other structures which have been cited for building violations. Staff estimates the cost of repairs/rehabilitation necessary to achieve compliance with the minimum housing code to be between \$15,000 and \$20,000.

Ms. Smith has obtained a market analysis report for the property from a local real estate company and it reflects many of the deferred maintenance and surrounding property issues identified by staff. The report also reflects a “Most Likely Sales Price” of \$10,000, in “as is” condition, which would not be sufficient to repay the City loans in full. Staff recommends that the owner be allowed to market the property for sale. The recommendation is that staff be consulted to approve the best possible offer which Ms. Smith

receives. Upon staff approval the sale would occur with one-half of the net proceeds to be retained by the owner and one-half of the proceeds to be paid to the City.

Financial Considerations: Under the proposed arrangement, the City will forgive any loan balances upon receipt of one-half of the proceeds derived from a sale of the property as approved by staff.

Legal Considerations: Upon receipt of its share of the proceeds and forgiveness of outstanding loans, the City will prepare documents necessary to release the mortgage liens on the property to be filed of record by the closing agent.

Recommendations/Actions: It is recommended that the City Council approve the partial loan forgiveness request, with one-half of the proceeds from an approved sale to be paid to the City, and authorize the necessary signatures.

Attachments: None.

**City of Wichita
City Council Meeting
April 2, 2013**

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing
Jabara Road Reconstruction and T-Hangar Expansion
Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the resolution.

Background: Capital projects undertaken by the Wichita Airport Authority are funded by Federal Aviation Administration grants, Passenger Facility Charge (PFC) collections, grants from other sources such as the Transportation Security Administration, and Airport operating revenues. The timing for the actual receipt of outside funds can vary depending on circumstances, such as Congressional action and passenger activity levels. In order to assure that capital project schedules are not interrupted due to these timing fluctuations, City procedure calls for a notice of intent to issue debt financing for the full budget of the project. The Airport Authority relies on the City of Wichita for the issuance of General Obligation bonds and/or notes for capital projects. In order to use debt financing for a project, it is necessary to declare that a public necessity exists for, and that the public safety, service, and welfare will be advanced by, the authorization of certain capital improvements to the Colonel James Jabara Airport facility. Additionally, the nature of said improvements, the estimated costs thereof, and the manner of payment, needs to be disclosed. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations or in the form of General Obligation bonds for long term financing.

Analysis: On March 26, 2013, the City Council, sitting as the Wichita Airport Authority, approved a project to reconstruct certain roads on Jabara Airport as well as to replace and add T-hangars. It is appropriate to make notice of the intent to use debt financing for this project with the specific financing amount and length being identified when the actual issuance of the bonds/notes are authorized in the future by the City Council.

Financial Considerations: A total budget of \$2,438,000 was approved which represents the maximum cost that will be financed with General Obligation bonds/notes. If the debt is issued, the source of repayment for the bonds/notes will be a combination of grants and Airport revenues.

Legal Considerations: The Law Department has approved the authorizing resolution as to form.

Recommendation/Action: It is recommended that the City Council adopt the resolution and authorize the necessary signatures.

Attachments: Authorizing Resolution.

RESOLUTION NO. 13-059

A RESOLUTION DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF LAND ACQUISITION AND/OR CERTAIN CAPITAL IMPROVEMENTS TO THE COLONEL JAMES JABARA AIRPORT FACILITY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport; and,

WHEREAS, K.S.A. 13-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of land acquisition and/or certain capital improvements, specifically,

Jabara Road Reconstruction and T-Hangar Expansion

to the Colonel James Jabara Airport facility operated by the Wichita Airport Authority of the City of Wichita, Kansas (such land acquisition and/or improvement to be referred to herein as the "Project").

SECTION 2. That the cost of the above described Project is estimated to be Two Million Four Hundred and Thirty Eight Thousand Dollars (\$2,438,000), exclusive of the cost of interest on borrowed money, to be paid by the Wichita Airport Authority of the City of Wichita. Said Wichita Airport Authority cost shall be financed through the issuance of general obligation bonds under the authority of K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas. The maximum principal amount of bonds issued for this Project shall not exceed \$2,438,000.

SECTION 3. That to the extent the Project is a capital improvement, the above described Project shall be made in accordance with the Plans and Specifications prepared under the direction of the Airport Engineering and Planning Manager and approved by the Wichita Airport Authority. Said plans and specifications are to be placed on file in the office of the Airport Engineering and Planning Manager located at Wichita Mid-Continent Airport.

OCA = 500496; UC1 = 1008

SECTION 4. That the City Clerk shall make proper publication of this resolution, which shall be published once each week for two consecutive weeks in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, April 2, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

CITY OF WICHITA
City Council Meeting
April 2, 2013

TO: Mayor and City Council

SUBJECT: Acquisition by Eminent Domain of Tracts Required for the 29th Street – Ridge to Hoover Road Improvement Project (Districts V and VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real properties.

Background: On June 7, 2011, the City Council approved the design concept to improve 29th Street between Ridge Road and Hoover. The project will require a partial acquisition of nine properties. The tracts consist of commercial, residential, and agricultural use. The proposed road improvement project includes widening 29th Street, improving area storm drainage, and adding sidewalks.

Analysis: To date, agreement has been reached on three tracts. Due to the timing of the project, it is necessary to initiate eminent domain at this time. Staff will continue to negotiate with the owners as well continue to work to clear title issues. As agreements are reached or title is cleared, tracts will be deleted from the eminent domain action.

Financial Considerations: The cost of these acquisitions will be paid for with General Obligation Bonds.

Legal Considerations: The Law Department has approved the ordinance and resolution as to form.

Recommendation/Action: It is recommended that the City Council adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real property; and directing the City Attorney to file the appropriate proceedings in the District Court to accomplish such acquisitions.

Attachments: Tract list, condemnation resolution and condemnation ordinance.

29th Street: Ridge to Hoover
OCA 706989

<u>Tract</u>	<u>Property Address</u>	<u>Tract Owner</u>	<u>Take Size in Sq. Ft.</u>	<u>Type</u>	<u>Value</u>	<u>Status</u>	<u>Comments</u>
1	NEs 29th & Ridge	TATT LLC	2,276.5 SF for RW	vacant com	\$ 10,245	CLOSED	
2	NEc 29th & Ridge	Conway Bank NA	5,440 SF for RW	vacant com	\$ 27,200	CLOSED	
3	2920 N Ridge	Terry Richards	612.5 SF for RW	mixed use	\$ 3,065	CLOSED	
4	6029 W 29th St	Mary Oakman	4,000 SF for RW	SFR	\$ 4,120		
5	6008 W 29th St	David Cornwell	4,250 SF RW	SFR	\$ 2,125	Probate	Need approval from probate court
6	5706 W 29th St	Jolynn Oakman	2,180 SF for RW	SFR	\$ 2,245		
7	5620 W 29th St	Mary Oakman	810 SF for RW	SFR	\$ 28,100		
8	5618 W 29th St	Jenola Harrell & Shirley Vincent	810 SF for RW	SFR	\$ 14,800		
9	3025 N Hoover Rd	Wanda & Lawrence Zimmerman	2,362.5 SF for RW	SFR	\$ 26,100	Contract sent	
					<u>\$ 118,000</u>		

PUBLISHED IN THE WICHITA EAGLE ON APRIL 12, 2013

ORDINANCE NO. 49-480

AN ORDINANCE PROVIDING FOR THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN PRIVATE PROPERTY, EASEMENTS AND RIGHT-OF-WAY THEREIN, FOR THE PURPOSE OF ACQUIRING REAL PROPERTY FOR THE CONSTRUCTION OF THE 29TH STREET: RIDGE ROAD TO HOOVER ROAD IMPROVEMENT PROJECT IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS; DESIGNATING THE LANDS REQUIRED FOR SUCH PURPOSES AND DIRECTING THE CITY ATTORNEY TO FILE A PETITION IN THE DISTRICT COURT OF SEDGWICK COUNTY, KANSAS, FOR ACQUISITION OF THE LANDS AND EASEMENTS THEREIN TAKEN AND PROVIDING FOR PAYMENT OF THE COST THEREOF.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That it be and is hereby declared to be a public necessity to acquire by eminent domain proceedings for the purpose of public right-of-way for the development of infrastructure associated with the construction of the 29th Street: Ridge Road to Hoover Road Improvement project in the City of Wichita, Sedgwick County, Kansas, the lands and easements hereinafter described in Section 2.

SECTION 2. That the description of the lands and title therein necessary for the purpose of such action is as follows:

Clear and complete title for the uses and purposes herein set forth in and to the following-described tracts, to-wit:

A ten (10) foot wide rectangular tract of land in Wichita, Sedgwick County, Kansas for right-of-way purposes more fully described as follows:

Commencing at the SE corner of the SEQ, Section 34, Township 26 South, Range 1 West, Sedgwick County, Kansas; thence west along the south line of said SEQ a distance of 165.05 feet; thence north normally distant to said south line a distance of 30 feet to the Point of Beginning; thence continuing north a distance of 10 feet; thence west parallel with the south line of said SEQ a distance of 81 feet; thence south normally distant to said south line a distance of 10 feet; thence east parallel with said south line a distance of 81 feet, more or less, to the Point of Beginning, and

A ten (10) foot wide rectangular tract of land in Wichita, Sedgwick County, Kansas for right-of-way purposes more fully described as follows:

Commencing at the SW corner of the SEQ, Section 34, Township 26 South, Range 1 West, Sedgwick County, Kansas; thence east along the south line of said SEQ a distance of 1668.41 feet; thence north normally distant, 30 feet to the Point of Beginning; thence continuing north a distance of 10 feet; thence east parallel with the south line of said SEQ a distance of 425 feet; thence south normally distance to said south line a distance of 10 feet; thence west parallel with the south line a distance of 425 feet, more or less, to the Point of Beginning, and

A ten (10) foot wide rectangular tract of land in Wichita, Sedgwick County, Kansas for right-of-way purposes more fully described as follows:

Commencing at the SE corner of the SE Quarter, Section 34, Township 26 South, Range 1 West, Sedgwick County, Kansas; thence west along the south line of said SE Quarter a distance of 246.05 feet; thence north normally distant to said south line a distance of 30 feet to the Point of Beginning; thence continuing north a distance of 10 feet; thence west parallel with the south line of said SE Quarter a distance of 81 feet; thence south normally distant to said south line a distance of 10 feet; thence east parallel with said south line a distance of 81 feet, more or less to the Point of Beginning, and

A ten (10) foot wide rectangular tract of land in Wichita, Sedgwick County, Kansas for right-of-way purposes more fully described as follows:

Commencing at the SE corner of the SE Quarter, Section 34, Township 26 South, Range 1 West, Sedgwick County, Kansas; thence west along the south line of said SE Quarter a distance of 327.05 feet; thence north normally distant to said west line a distance of 30 feet to the Point of Beginning; thence continuing north a distance of 10 feet; thence west parallel with the south line of said SE Quarter a distance of 218 feet; thence south normally distant to said south line a distance of 10 feet; thence east parallel with the south line a distance of 218 feet, more or less, to the Point of Beginning, and

A twenty (20) foot wide rectangular tract of land in Wichita, Sedgwick County, Kansas for right-of-way purposes more fully described as follows:

Commencing at the NW corner of the NE Quarter, Section 3, Township 27 South, Range 1 West, Sedgwick County, Kansas; thence south normally distant from said NW corner 48.7 feet more or less to a point, said point being on the north line of Barefoot Bay 2nd Addition, Wichita, Sedgwick County, Kansas; thence east along said north line of said Addition a distance of 876.2 feet, more or less, to the Point of Beginning, said point being the NE corner of Lot 3, Block 1 of said Addition; thence north a distance of 20 feet; thence east a distance of 200 feet; thence south a distance of 20 feet to a point, said point being the NW corner of Lot 4, Block 1 of said Addition; thence west 200 feet, more or less, to the Point of Beginning, and

SECTION 3. That the City Attorney is hereby authorized and directed to commence proceedings in eminent domain in the District Court of Sedgwick County, Kansas, for the appropriation of said lands and determination of the compensation to be awarded for the taking thereof.

SECTION 4. That the costs of said acquisition when ascertained shall be paid from General Obligation Bonds to be issued for the costs of such improvements;

PROVIDED, however, should the City of Wichita acquire said property (and said City hereby reserves its right to abandon the condemnation as to any of all tracts) that General Funds are available for said purpose as provided by law.

SECTION 5. That the costs of said acquisition shall be charged to the City of Wichita.

SECTION 6. That this Ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 9th day of, April 2013.

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

RESOLUTION NO. 13-056

A RESOLUTION DECLARING THE NECESSITY FOR ACQUIRING PRIVATE PROPERTY FOR THE USE OF THE CITY OF WICHITA IN CONNECTION WITH THE PLANNED CONSTRUCTION OF THE 29TH STREET: RIDGE ROAD TO HOOVER ROAD IMPROVEMENT PROJECT IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS;

WHEREAS, the governing body has previously authorized the study and the preliminary design of certain improvements for public right-of-way of the 29th Street Road Improvement Project from Ridge Road to Hoover in the City of Wichita; and

WHEREAS, such study and preliminary design has identified the need to acquire several parcels of private property in order to properly complete such improvements; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS;

SECTION 1. The governing body hereby declares it to be necessary to acquire certain private property in connection with construction of the 29th Street Road Improvement Project from Ridge Road to Hoover.

SECTION 2. The City Engineer is directed to make or cause to be made a survey and description of the lands and/or interests to be acquired and to have such survey and description filed with the City Clerk.

SECTION 3. That this Resolution shall take effect and be in force from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of April 2013.

CITY OF WICHITA:

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

CITY OF WICHITA
City Council Meeting
April 2, 2013

TO: Mayor and City Council

SUBJECT: Acquisition by Eminent Domain of Tracts Required for the Kellogg to Onewood Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real properties.

Background: On February 7, 2012, the City Council approved the design concept to improve 135th Street from West Kellogg to Onewood. The project will require a partial acquisition of six properties. The tracts consist of commercial, residential, and agricultural use. The proposed road improvement project includes widening 135th Street, improving area storm drainage, and adding sidewalks.

Analysis: To date, agreement has been reached on four tracts. Due to the timing of the project, it is necessary to initiate eminent domain at this time. Staff will continue to negotiate with the owners as well continue to work to clear title issues. As agreements are reached or title is cleared, tracts will be deleted from the eminent domain action.

Financial Considerations: The cost of these acquisitions will be paid for with General Obligation Bonds.

Legal Considerations: The Law Department has approved the ordinance and resolution as to form.

Recommendation/Action: It is recommended that the City Council adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real property; and directing the City Attorney to file the appropriate proceedings in the District Court to accomplish such acquisitions.

Attachments: Tract list, condemnation resolution and condemnation ordinance.

135th: Kellogg to Onewood
OCA 707022

<u>Tract</u>	<u>Property Address</u>	<u>Tract Owner</u>	<u>Take Size in Sq. Ft.</u>	<u>Value</u>	<u>Status</u>	<u>Comments</u>
1	1446 S 135th	Monte Thompson	250 SF	\$ 100	CLOSED	
2		Billy & Barbara Hall Trust	38,892 SF R/W; 9,050 SF Des	\$ 31,400		
3	1151 S 135th	Todd Wiechman	6,585 SF R/W; 5,798 SF DE	\$ 57,300	CLOSED	
4		Norma Delph Trust	33,000 SF R/W21,335 SF Des	\$ 29,100	CLOSED	
5	1305 S 135th	Arnold & Mary Eck	16,650 SF ROW, 11 Trees	\$ 49,300	Waiting on mortgage release	
6	1349 S 135th	Weninger Trust	2851 SF DE & 525 SF TE	\$ 16,800	CLOSED	
				\$ 184,000		

ORDINANCE NO. 49-481

AN ORDINANCE PROVIDING FOR THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN PRIVATE PROPERTY, EASEMENTS AND RIGHT-OF-WAY THEREIN, FOR THE PURPOSE OF ACQUIRING REAL PROPERTY FOR THE CONSTRUCTION OF THE 135TH STREET ROAD IMPROVEMENT PROJECT FROM KELLOGG TO ONEWOOD IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS; DESIGNATING THE LANDS REQUIRED FOR SUCH PURPOSES AND DIRECTING THE CITY ATTORNEY TO FILE A PETITION IN THE DISTRICT COURT OF SEDGWICK COUNTY, KANSAS, FOR ACQUISITION OF THE LANDS AND EASEMENTS THEREIN TAKEN AND PROVIDING FOR PAYMENT OF THE COST THEREOF.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That it be and is hereby declared to be a public necessity to acquire by eminent domain proceedings for the purpose of public right-of-way for the development of infrastructure associated with the construction of the 135th Street Road Improvement Project from Kellogg Avenue to Onewood in the City of Wichita, Sedgwick County, Kansas, the lands and easements hereinafter described in Section 2.

SECTION 2. That the description of the lands and title therein necessary for the purpose of such action is as follows:

Clear and complete title for the uses and purposes herein set forth in and to the following-described tracts, to-wit:

The East 50 feet of a tract described as beginning at a point 660 feet South of the Northeast corner of the Southeast Quarter of Section 26, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, KS; thence West 990 feet; thence South 372 feet; thence Easterly 990.8 feet to a point on the East line of said Quarter; thence North, along said East line, 332 feet to the point of beginning, containing 0.382 acres (16,650.51 sq. ft.), more or less and

Commencing from the Southwest corner of the Southwest Quarter of Section 25, Township 27 South, Range 2 West of the 6th PM, Sedgwick County, Kansas; thence North, along the West line of said Quarter, a distance of 1850.91 feet to the point of beginning; thence East, parallel with the South line of said Quarter, a distance of 50.01 feet to a point 50 feet normally distant East of said West line; thence North, parallel with said West line, a distance of 777.83 feet to the North line of said Quarter; thence

West, along said North line, a distance of 50.01 feet to the Northwest corner of said Quarter; thence South, along said West line, a distance of 777.85 feet to the point of beginning, containing 0.893 acres (38,892.05 sq. ft.), more or less and

Permanent easements for right of way, drainage, public utilities and related uses in and to the following-described tracts, to-wit:

The West 30 feet of the East 80 feet of a tract described as beginning at a point 660 feet South of the Northeast corner of the Southeast Quarter of Section 26, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, KS; thence West 990 feet; thence South 372 feet; thence Easterly 990.8 feet to a point on the East line of said Quarter; thence North, along said East line, 332 feet to the point of beginning, TOGETHER WITH, beginning at a point 660 feet South and 80 feet West of the Northeast corner of said Southeast Quarter; thence West 45 feet; thence Southeasterly 63.83 feet to a point 80 feet West of the East line of said Quarter; thence North, parallel with said East line, a distance of 45 feet to the point of beginning, containing 0.254 acres (11,051.19 sq. ft.), more or less and

Commencing from the Southwest corner of the Southwest Quarter of Section 25, Township 27 South, Range 2 West of the 6th PM, Sedgwick County, Kansas; thence North, along the West line of said Quarter, a distance of 1985 feet; thence East, perpendicular to said West line, a distance of 50 feet to the point of beginning; thence continuing East, perpendicular to said West line, a distance of 65 feet; thence North, parallel with said West line, a distance of 80 feet; thence West, perpendicular to said West line, a distance of 45 feet; thence Northwesterly for a distance of 49.24 feet to a point 50 feet East of said West line; thence South, parallel with said West line, a distance of 125 feet to the point of beginning, containing 0.130 acres (5,650 sq ft), more or less and

Commencing from the Northwest corner of the Southwest Quarter of Section 25, Township 27 South, Range 2 West of the 6th PM, Sedgwick County, Kansas; thence East, along the North line of said Quarter, a distance of 50.01 feet to a point 50 feet normally distant East of the West line of said Quarter, said point being the point of beginning; thence continuing East, along said North line, a distance of 40.01 feet to a point 90 feet normally distant East of said West line; thence South, parallel with said West line, a distance of 55 feet; thence Southwesterly for a distance of 72.78 feet to a point 50 feet East of said West line; thence North, parallel with said West line, a distance of 115 feet to the point of beginning, containing 0.078 acres (3,400 sq ft), more or less and

Temporary construction easements for driveway, drainage and road construction in and to the following-described tracts, to-wit:

Commencing from the Northwest corner of the Southwest Quarter of Section 25, Township 27 South, Range 2 West of the 6th PM, Sedgwick County, Kansas; thence South, along the West line of said Quarter, a distance of 197.26 feet; thence East, perpendicular to said West line, a distance of 50 feet to the point of beginning; thence continuing East, perpendicular to said West line, a distance of 5 feet; thence South, parallel with said West line, a distance of 30 feet; thence West, perpendicular to said West line, a distance of 5 feet; thence North, parallel with said West line, a distance of 30 feet to the point of beginning, containing 0.003 acres (150 sq ft), more or less and

SECTION 3. That the City Attorney is hereby authorized and directed to commence proceedings in eminent domain in the District Court of Sedgwick County, Kansas, for the appropriation of said lands and determination of the compensation to be awarded for the taking thereof.

SECTION 4. That the costs of said acquisition when ascertained shall be paid from General Obligation Bonds to be issued for the costs of such improvements; PROVIDED, however, should the City of Wichita acquire said property (and said City hereby reserves its right to abandon the condemnation as to any of all tracts) that General Funds are available for said purpose as provided by law.

SECTION 5. That the costs of said acquisition shall be charged to the City of Wichita.

SECTION 6. That this Ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 9th day of, April 2013.

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

RESOLUTION NO. 13-057

A RESOLUTION DECLARING THE NECESSITY FOR ACQUIRING PRIVATE PROPERTY FOR THE USE OF THE CITY OF WICHITA IN CONNECTION WITH THE PLANNED CONSTRUCTION OF THE 135TH STREET ROAD IMPROVEMENT PROJECT FROM KELLOGG TO ONEWOOD IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS;

WHEREAS, the governing body has previously authorized the study and the preliminary design of certain improvements for public right-of-way of the 135th Street Road Improvement Project from Kellogg Avenue to Onewood in the City of Wichita, Sedgwick County, Kansas; and

WHEREAS, such study and preliminary design has identified the need to acquire several parcels of private property in order to properly complete such improvements; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS;

SECTION 1. The governing body hereby declares it to be necessary to acquire certain private property in connection with construction of the 135th Street Road Improvement Project from Kellogg Avenue to Onewood.

SECTION 2. The City Engineer is directed to make or cause to be made a survey and description of the lands and/or interests to be acquired and to have such survey and description filed with the City Clerk.

SECTION 3. That this Resolution shall take effect and be in force from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of April, 2013.

CITY OF WICHITA:

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

Second Reading Ordinances for April 2, 2013 (first read on March 26, 2013)

**A. Revised Ordinance Authorizing the Amended Exchange Place Development Agreement.
(District VI)**

ORDINANCE NO. 49-477

An ordinance authorizing the execution of a third amended and restated development agreement and the issuance of full faith and credit tax increment bonds of the City of Wichita, Kansas to pay all or a portion of the costs of acquiring real property, demolition of existing structures, and design and construction of a public parking garage, and site improvements related to the center city south redevelopment district, exchange place project area.

B. ZON2013-01 – City zone change request from SF-5 Single-family Residential ("SF-5") and LC Limited Commercial ("LC") to LI Limited Industrial ("LI"), generally located on both sides of 37th Street North between Hillside and Oliver, 4111 E. 37th Street North. (District I).

ORDINANCE NO. 49-478

an ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

Wichita, Kansas
April 1, 2013
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Accountant, Finance, representing the Director of Finance, Elizabeth Goltry Wadle, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, and Jason Earl, Management Intern, representing the City Manager's Office, Karen Sublett, City Clerk.

Minutes of the regular meeting dated March 25, 2013, were read and on motion approved.

Bids were opened on March 29, 2013 pursuant to advertisements published on:

**WICHITA AIRPORT AUTHORITY/ENGINEERING- Wichita Mid-Continent Airport
Parking Structure & Lots, Rental Car Facility**

Crossland Construction Co Inc. - \$33,917,970.53 Base Bid
\$100.00 Alternate 2 Unit Price (Each) Negotiated
\$13.48 Alternate 3 Unit Price (Per Foot)
\$7.14 Alternate 4 Unit Price (Per Foot)
\$8,459.00 Alternate 5 Unit Price (Each)

The Purchasing Division recommended that the contract be awarded as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contract be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Martha Strayer, Administrative Assistant,
Department of Public Works

Karen Sublett, MMC
City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager

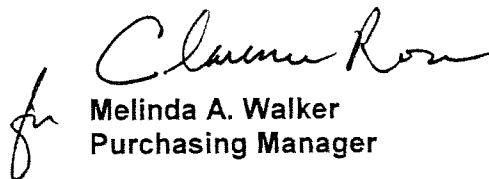
DATE: April 1, 2013

WICHITA AIRPORT AUTHORITY BIDS – VICTOR WHITE, DIRECTOR OF AIRPORTS

March 29, 2013Wichita Mid-Continent Airport Parking Structure, Rental Car Facility and Surface Parking Lots – Wichita Airport
Authority/Engineering Division

Crossland Construction Company, Inc.	Base Bid	\$33,917,970.53
	Alternate 2 Unit Price (Per Each) (Negotiated)	\$100.00
	Alternate 3 Unit Price (Per Foot)	\$13.48
	Alternate 4 Unit Price (Per Foot)	\$7.14
	Alternate 5 Unit Price (Per Each)	\$8,459.00

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.


Melinda A. Walker
Purchasing Manager

**Bid Results**
[Registration](#) [Solicitations](#) [Document Inquiry](#) [Login](#) [Help](#)

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

**Solicitation: FB340022 Parking Structure & Lots,
Rental Car Fac**

Close Date/Time: 3/29/2013 2:00 PM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Group

Department: Airport Engineering

Responses: 4

Vendors	Complete	Bid Total	City Comments
<u>CROSSLAND CONSTRUCTION CO INC</u>	Complete	\$35,777,577.15	Award 4-2-13 Base Bid and Alt 2 Unit Price \$100 Ea. (Negotiated), Alt 3, 4 & 5 Unit Price WAA/ Eng.
<u>MW BUILDERS INC</u>	Partial	\$36,497,101.00	
<u>KEY/WALBRIDGE - A JOINT VENTURE</u>	Partial	\$37,255,947.00	
<u>DONDLINGER/HUNT A JOINT VENTURE LLC</u>	Partial	\$40,925,863.68	

BIDS ARE WITHIN ENGINEERS ESTIMATE

[Top of the Page](#)

Engineer's Estimate Base Bid \$36,503,247.77





Bid Results

Registration Solicitations Document Inquiry Login Help

This page summarizes bids by the totals for each group listed on the solicitation.

Vendor Group Line

Solicitation: **FB340022** Parking Structure & Lots,
Rental Car Fac Close Date/Time: 3/29/2013 2:00 PM CST

Solicitation Type: **Formal Bid**

[Return to the Bid List](#)

Award Method: **Group**

Responses: **4**

Department: **Airport Engineering**

Go to: **1**

Group 1 Base Bid

Vendors	Complete	Group Total Net Bid
<u>CROSSLAND CONSTRUCTION CO INC</u>	Complete	\$33,917,970.53
<u>MW BUILDERS INC</u>	Partial	\$34,677,000.00
<u>KEY/WALBRIDGE - A JOINT VENTURE</u>	Partial	\$36,071,807.00
<u>DONDLINGER/HUNT A JOINT VENTURE LLC</u>	Partial	\$39,198,915.68

[Top of the Page](#)

Group 2

Vendors	Complete	Group Total Net Bid
Group 2: Alternate 1		
Vendors	Complete	Group Total Net Bid
<u>KEY/WALBRIDGE - A JOINT VENTURE</u>	Complete	\$1,175,000.00
<u>DONDLINGER/HUNT A JOINT VENTURE LLC</u>	Complete	\$1,717,850.00
<u>MW BUILDERS INC</u>	Complete	\$1,811,176.00
<u>CROSSLAND CONSTRUCTION CO INC</u>	Complete	\$1,835,371.00

[Top of the Page](#)

Group 3

Vendors	Complete	Group Total Net Bid
Group 3: Alternate 2		
Vendors	Complete	Group Total Net Bid
<u>DONDLINGER/HUNT A JOINT VENTURE LLC</u>	Complete	\$70.00
<u>MW BUILDERS INC</u>	Complete	\$100.00
<u>KEY/WALBRIDGE - A JOINT VENTURE</u>	Complete	\$110.00
<u>CROSSLAND CONSTRUCTION CO INC</u>	Complete	\$15,756.00 \$100.00 (Negotiated)

Group 3: Alternate 3

Vendors	Complete	Group Total Net Bid
<u>CROSSLAND CONSTRUCTION CO INC</u>	Complete	\$13.48
<u>MW BUILDERS INC</u>	Complete	\$18.00
<u>KEY/WALBRIDGE - A JOINT VENTURE</u>	Complete	\$20.00
<u>DONDLINGER/HUNT A JOINT VENTURE LLC</u>	Complete	\$22.00

Group 3: Alternate 4

Vendors	Complete	Group Total Net Bid
<u>DONDLINGER/HUNT A JOINT VENTURE LLC</u>	Complete	\$6.00
<u>MW BUILDERS INC</u>	Complete	\$7.00
<u>CROSSLAND CONSTRUCTION CO INC</u>	Complete	\$7.14
<u>KEY/WALBRIDGE - A JOINT VENTURE</u>	Complete	\$10.00

Group 3: Alternate 5

Vendors	Complete	Group Total Net Bid
<u>CROSSLAND CONSTRUCTION CO INC</u>	Complete	\$8,459.00
<u>MW BUILDERS INC</u>	Complete	\$8,800.00
<u>DONDLINGER/HUNT A JOINT VENTURE LLC</u>	Complete	\$9,000.00
<u>KEY/WALBRIDGE - A JOINT VENTURE</u>	Complete	\$9,000.00

Top of the Page